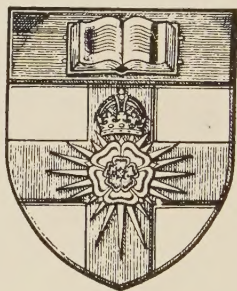
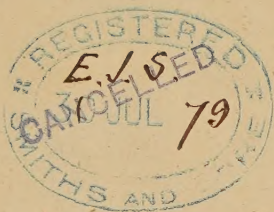


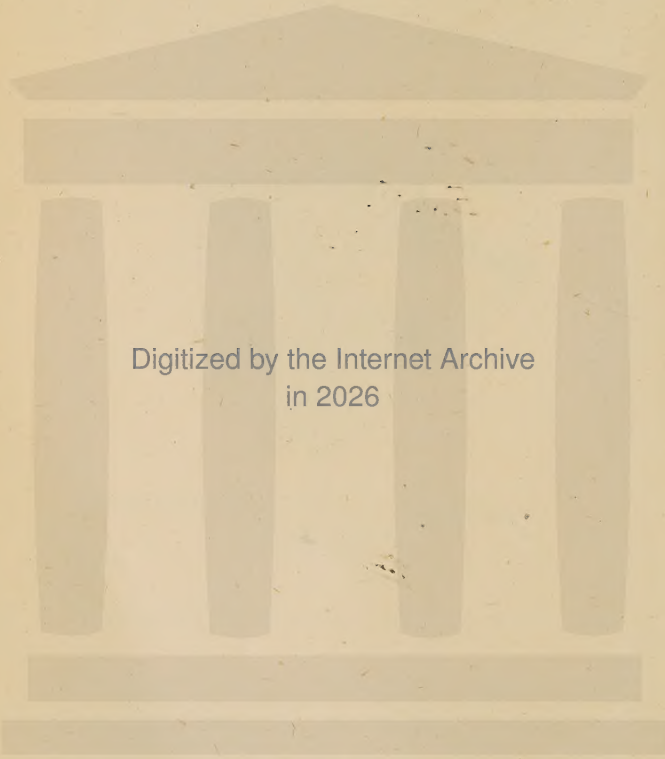
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THE INSTITUTION OF SURVEYORS.

TRANSACTIONS.

VOL. VIII.

SESSION 1875-76.

LONDON:

PUBLISHED AT THE INSTITUTION,
12, GREAT GEORGE STREET, WESTMINSTER, S.W.

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NOTE.

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This Institution does not, as a body, hold itself responsible for statements made or opinions expressed, either in the Papers read, or in the Discussions which have occurred, at the Meetings.

The Institution of Surveyors,

12, GREAT GEORGE STREET, WESTMINSTER, S.W.

OFFICERS, 1875-76.

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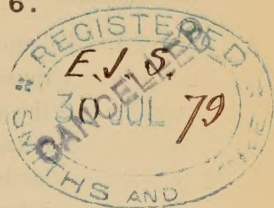
Treasurer.

ROBERT DRUMMOND

Honorary Secretary.

JOHN WORNHAM PENFOLD

THIS COUNCIL WILL CONTINUE UNTIL MAY 1876.



The Institution of Surveyors

Is established—

1. To secure the advancement and facilitate the acquisition of that knowledge which constitutes the profession of a Surveyor, viz.—the art of determining the value of all descriptions of landed and house property, and of the various interests therein; the practice of managing and developing estates; and the science of ad-measuring and delineating the physical features of the earth.
2. To promote the general interests of the profession, and to maintain and extend its usefulness for the public advantage.

THE INSTITUTION consists of three classes, viz.—MEMBERS, ASSOCIATES, and HONORARY MEMBERS, with a class of STUDENTS attached.

A MEMBER must be more than twenty-five years of age, and have acquired a practical knowledge of surveying in one or other of its branches as above defined, and so practised on his own account for more than five years; or be a member of a firm of surveyors established upwards of ten years; or in partnership with a surveyor of ten years' standing. Every Member is eligible for election on the Council, for election or appointment to all offices of the Institution, and entitled to all its rights and privileges.

An ASSOCIATE must be more than twenty-one years of age, not necessarily a surveyor by profession, but his pursuits must be such as to qualify him to concur with surveyors in the advancement of professional knowledge. Associates are not eligible for the offices of President or Vice-President, but are eligible for election on the Council or for election or appointment to other offices of the Institution; they have

access to the Library, subject to the regulations of the Council, and are entitled to vote and take part in the affairs of the Institution at all Annual, Ordinary, and Special General Meetings of Members and Associates.

AN HONORARY MEMBER must be a person who, either by reason of his position or his eminence in science and experience, may be enabled to render assistance in promoting the objects of the Institution, but who is not engaged in practice as a surveyor in Great Britain or Ireland. He has the privilege of being present and taking part at all Ordinary General Meetings, and of access to the Library, but no right of voting, discussing, or otherwise interfering in the affairs of the Institution; nor is he called on to contribute to its funds.

STUDENTS, not under eighteen years of age, may be admitted by the Council on the recommendation (according to a form) of four Members and two Associates, or of the Member or Associate to whom they are or have been articled, and they may remain Students of the Institution at and during the pleasure of the Council, until they attain the age of twenty-one years, when they shall cease to be Students.

The Council may accord to Students such privileges, subject to such terms, regulations, and restrictions, as they shall from time to time prescribe.

Any person desirous of being admitted into the Institution (excepting to the class of Students) must be proposed and recommended according to a form, in which the full name, place of business (if any), usual residence, and qualifications of the candidate must be distinctly specified. This form must be subscribed by him, and signed by at least six Members or four Members and two Associates, certifying a personal knowledge of the candidate.

The proposal so made, being delivered to the Secretary, will be submitted to the Council, who, on approving the qualifications, will determine the class for which the candidate is to be presented for ballot at an Ordinary General Meeting of Members and Associates.

The following are the rates of contribution to the funds :—

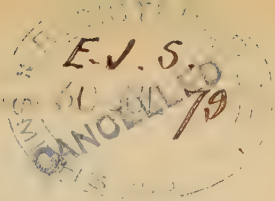
	Annual Subscription.				Admission Fee.		
	£	s.	d.		£	s.	d.
<i>Student</i>	1	1	0	.	—		
<i>Associate</i>	2	2	0	.	3	3	0
<i>Member</i>	3	3	0	.	5	5	0

An Associate may compound for his annual subscription for twenty guineas, and a Member for thirty guineas.

With the view of forming a Library and Collection, all Members and Associates are expected, within twelve months after their election, to deliver to the Council an original Paper on some subject connected with the profession, or to make a donation to the Library or Collection.

The affairs of the Institution are under the management of a Council which is elected annually, consisting of a President, four Vice-Presidents, twelve Members, and two Associates. Besides the above, the Past Presidents, and the President or Chairman of any local Association in alliance with this Institution, are Members of the Council *ex-officio*.

The Session of the Institution commences annually on the second Monday in November, and continues to the end of May. The Ordinary General Meetings are held on every alternate Monday during the Session. At these Meetings original communications are read on some professional subject, and their merits fully and freely discussed. Every Member and Associate has the privilege of introducing one visitor to these Meetings. Members and Associates are entitled to a copy of any printed publication issued by the Institution after their admission.



THE OPENING ADDRESS

BY

THOMAS HUSKINSON, PRESIDENT,

AT THE ORDINARY GENERAL MEETING OF

THE INSTITUTION OF SURVEYORS,

NOVEMBER 8TH, 1875.

GENTLEMEN,

In meeting you at the commencement of another session, my first and pleasant duty is to express to you my sincere thanks for the honour you have done me in electing me a second time to this Chair, and to offer to you my grateful acknowledgments for the loyal support and generous confidence which I have received from every Member during my past year's Presidency of this Institution.

The labours and responsibilities of my office have been lightened and made pleasant by your willing co-operation and friendly aid, and I must trust to the same kind feeling, generously to forget my many shortcomings.

I do not, I assure you, undervalue the distinction of being placed at the head of a Society which is destined to exercise an important influence on the position and progress of a profession to which many of us have devoted no inconsiderable portion of our lives, and in the honour and advancement of which we are all deeply interested.

The indulgence and assistance which I asked of you last year will not be less necessary to me in the year which is to come, and my experience of the past sufficiently assures me that it will not be withheld.

It is customary to make the opening meeting of a new session the occasion for a review of the condition of the Institution, and I am glad to be able to state that at no past period of its existence could a more satisfactory account be rendered than at the present time.

The past year may be described as one full of activity and prosperity. There has been a considerable increase in the number of our Members, important additions to the contents of our Library, continued and increasing prosperity in our finances, and the improvement and completion of the building in which we are now assembled, and which gives to our Society, in an important centre of this great city, a permanent home, admirably suited to its character and requirements.

I may also refer, with satisfaction, to the published volume of our *Transactions* for the past year, which, in respect of the subjects of which they treat, and the resulting discussions, contain a mass of practical information which cannot fail to be of great value to our Members.

Looking back to the objects which the founders of this Institution had in view, we cannot but rejoice that so much of what they proposed to themselves has been already accomplished; and, though it is always perilous to speak of the future, I may venture to predict that if the Members of this Institution will be true to themselves and to this Society, and give a continuance of that hearty and unselfish support which has enabled us to accomplish such satisfactory results in the past, a long career of growing usefulness lies before us.

The duties which devolve upon surveyors are growing every year in number, variety, and importance. The tendency of the times is to increase that already large class of business which is settled by arbitration, and to the body of arbitrators our Society furnishes some experienced members.

Even the decision of that time-honoured institution, a jury, is less valued, in many cases, than the judgment of a skilled and impartial arbitrator ; and, in the fusion of our courts of law and equity, we may observe the same tendency to prefer a settlement of disputes on the principles of equity rather than on technical principles of law. The progress of science, the increase of wealth, the development of material resources, and the spirit of improvement, are, every year, making larger demands upon the skill of the surveyor in order that he may keep pace with the advancing knowledge and requirements of the day.

A man fitted effectively to discharge the duties of a surveyor should be one of wide experience, of large and cultivated knowledge, skilful in the conduct of business, and ready for every emergency. He should, in negotiations, be flexible and accommodating in small things, very rigid and inflexible in great, and, as arbitrator, one whom nobody can dismay, and whom the whole world could not bribe : above all, he should possess that moral power which gives to every other a double power above its function and its office, and be one who, in the words of the Roman poet,

—“ Keeps intact
Each law, each right, each Statute, and each Act,
Whose arbitration terminates dispute,
Whose word 's a bond, whose witness ends a suit.”

It is one of the objects and anticipated results of this Institution, that it may be instrumental in training a body of men to whom the public can confide the most important interests with the full confidence that they are submitting them to those who are, in the highest degree, deserving of trust,—men who, while reaping distinction for themselves by their character and ability, lift up and reflect honour on the profession to which they belong.

We have just reason, gentlemen, for pride in our past

achievements ; but our Society is like a Government, which, when well grounded and ordered, will continue to act for a time with the first impetus, and even bear out subsequent errors ; but, if it is to endure, there must be the application of renewed energy and wisdom, and the exercise of these qualities must be steady and persistent.

If it be asked what advantages the Institution confers upon its Members, it may be answered that it affords the opportunity of personal discussion and of interchange of ideas, and of giving and receiving the results of experience on special subjects, acquired in distant places and under varying circumstances.

It gives also the increased power of influencing desired ends which is conferred by associated effort ; and all must admit the value of the professional recognition implied by connection with a Society jealous of the reputation of its Members, and of their fitness for the discharge of their important duties.

And, if it be inquired in what respect the Institution can influence or promote the fortunes of its Members, I would reply, by increasing their knowledge, and enabling them the better to discharge their duties.

A man's fortune, however, is not of itself an object worthy of his existence, but is only a means to better ends.

LORD BACON tells us that the first step to the improvement of fortune, is the amendment of the mind ; and, in the pursuits of professional life, high character and attainments will have a tolerably sure and direct influence upon the fortunes of the possessor.

Passing from these questions of a purely internal character, I am desirous of saying a few words upon the legislation of last session, in respect of some of the Acts which more immediately affect our business as surveyors.

First in importance is the Agricultural Holdings Act

and no legislation, for many years past, has touched so nearly the interests with which we are, as a body, so intimately concerned.

The subject of the Bill was very fully discussed by Members of this Institution upon Mr. KNOLLYS' Paper, entitled "The Landlord and Tenant Question." Many of our Members whose experience specially enabled them to form a judgment on the matter, took part in that discussion, and there is reason to believe that the result was not without its effect upon the legislation which followed.

Upon the general question of Tenant-right, it was the opinion of many persons that the need for legislation was neither great nor urgent, and that the evils which the measure was designed to redress, were not so numerous or so substantial as they were represented by some persons to be.

The question had assumed, to some extent, a factitious importance, (partly by discussions at Chambers of Agriculture and at Farmers' Clubs, partly by correspondence and controversy in the press,) and a state of feeling and opinion had arisen, which seemed to render it necessary that "something must be done;" and thus it became desirable in order to avoid the mischief of prolonged agitation, and also to satisfy some claims the justice of which could not be disputed, that an early settlement by legislation should be effected.

It would be wearisome and useless to go into a minute description of the provisions of the Bill. Most of our Members have by this time studied it carefully, not only to inform themselves of the effect of its provisions, but for the more important and practical purpose of considering what advice should be given, and what action should be taken with respect to it.

Very conflicting opinions have been expressed as to its character, some regarding it as a most important legislative

Act, and others as absolutely worthless,—giving nothing and doing nothing. It certainly has this quality not common in Acts of Parliament, that those who do not like it need not be bound by it, or if they like part and do not like the whole, they can adopt what they like, and leave the rest. Some persons may object to this, but I regard it as a great merit, for it preserves intact the great principle of freedom of contract, which, if the Act had been absolute, would have been destroyed.

The Act will come into operation on the 14th February next. It has been called a permissive Act, but the term is not quite accurate, for it will attach of itself to all holdings made after the passing of the Act, if not prevented by notice.

If the Act be allowed to come into operation, the tenant, on the termination of his contract, has a claim for certain kinds of improvements, which are divided into three classes.

In the first class, which gives a claim for twenty years, are thirteen kinds of improvements, all of them of the nature of permanent improvements; but, to be valid, the landlord must consent, that is to say, the landlord and tenant by agreement may effect these improvements which they could have effected without the Act, but the Act provides for the landlord, if a limited owner, having a charge upon the estate for the amount he may pay for improvements; and this is a very valuable provision.

The second class of improvements gives a tenant a claim for seven years. These improvements are six in number, and comprise, boning of land, chalking, clay burning, claying, liming, and marling. For these claims to be valid, the tenant must give notice to the landlord; but the landlord's consent is not required, except the tenant be under "Notice to quit."

These claims will probably constitute a difficulty on the part of the landlords in adopting the provisions of the Act as a whole. A tenant with a right to two years' notice might incur a very large outlay under these heads, and though the outlay might be ever so extravagant, injudicious, or useless, the landlord, without having the least power to prevent it, might be called upon to repay it.

The third class of improvements, which gives a claim for two years, consists of only two kinds. Purchased manure applied to land, and the consumption on the holding, by stock, of cake or other feeding stuff not produced on the holding.

This provision, wisely limited as it is to food not produced on the holding, and that stipulating that the amount of the last year's consumption shall not exceed the average of the three preceding years, and also the proviso that the compensation paid is to be reduced by the value of the manure which would have been produced from hay, straw, roots or green crops sold off the holding during the last two years, are perfectly reasonable, and in accordance with the requirements of good farming.

Among the most valuable provisions of the Bill, may be mentioned the additional powers given to limited owners, to facilitate the improvement of their estates, and of charging the estate with the payment of compensation.

The power given to the county courts of granting such charges will, it is to be hoped, furnish a cheap and expeditious mode of obtaining the necessary funds.

The county court is also empowered to nominate guardians to do all necessary acts for owners under disqualifications, and so to remove all disabilities.

The procedure for ascertaining and enforcing compensation is, in many respects, a great improvement on existing practice.

Distinct notice of all claims must now be given in writing, and particulars must be stated.

The county court judge, or the Inclosure Commissioners, may appoint an umpire. This will probably secure, in important cases, a higher class of valuer than is appointed under the present system.

Those of us who have experienced the delay now often attending the completion of these arbitrations, will be glad to find that under this Act, the matter must be concluded in less than three months.

The rules which are laid down for guiding the decisions of the tribunal, are also of great importance. Instead of the vague information now given in awards, and the utter absence of any detailed statement, every award under this Act must state the date of the improvement, the actual cost to the tenant, the sum awarded, and the time in which it is taken to be exhausted.

The extension of the time for giving notice to quit, is an important alteration in the present law; twelve months, instead of six, will be required for the determination of a yearly tenancy, except in cases of bankruptcy or insolvency.

The law with regard to agricultural fixtures has also been put upon the same footing as trade fixtures, and a tenant can now put up any fixtures he pleases (except a steam-engine) without consent, and remove them at the end of the term, unless the landlord elects to take and pay for them. By this provision a previous presumption of law, resting on no equitable foundation, and often productive of great injustice, has been reversed.

The power to take, by notice, portions of a holding for specified purposes, without incurring an obligation to take the whole, is a valuable improvement.

Viewing the Act as a whole, it appears to me to have dealt with the relations of landlord and tenant in a spirit of

moderation and justice, without any unfair leaning towards the special interests of either, and with entire freedom from any spirit of class legislation.

Probably one of the best effects of the Act will be to induce parties generally to make contracts for themselves, with such conditions as may be best suited to the requirements of their own case; and if it does this, a great advantage will be gained.

In those cases where landlords and tenants are too indifferent to make any contract for themselves, it is quite reasonable that the law should make contracts for them.

Whether the Act will be generally accepted remains to be seen, but, considering the great advantage of contracts drawn to suit the varying circumstances of each particular case, I cannot but think that those who have the responsibility of advising as to the management of estates, will prefer private agreements to the provisions of the Act.

There is one point connected with the passing of the Land Act of 1875 which must, I think, be a source of gratification to the Members of this Institution, and that is, the manner in which the Legislature, when the question came to be practically dealt with, utterly ignored the theorists, doctrinaires, and philosophers. For several years past we had been assured, in pamphlets and magazine articles, that the land question was the great question of the day. The system of agriculture in England was compared with the agriculture of most other countries in Europe, and we were informed by amateur agriculturists that there was something radically unsound in the English system, and dwellers in the country were rather astonished to find that they had not yet escaped from the fetters of the feudal system.

Many of the Members of this Institution who had had practical dealings with inclosures, were surprised to find that

one point had entirely escaped their observation, having, hitherto, failed to see the connection between Socialism and the old commons and commonable lands. The old English common, in the opinion of many recent writers, evidently belonged to the general public; but when Parliament came to take the land question out of the hands of amateurs, the crude suggestions of unpractical men were quietly ignored. No more was heard of "unearned increment," peasant proprietors, or public land. We did not find individual legislators, during the framing and passing of the Act, anxiously conferring with socialistic philosophers, and finally adopting their suggestions. They preferred to confirm or correct their own views by consulting their tenants, their fellow landlords, or the Members of this Institution, whose position ensured, at once, thorough acquaintance with the subject and complete impartiality of view. This is only what we might expect from the practical sense of English legislators and the common sense of the nation. They are in the habit of consulting experts, and men familiar with the subject, rather than amateurs and theorists, however able. No sensible person likes to take the advice of amateur doctors, but if anything be wrong, prefers the opinion of a regular physician who has devoted his life to the study and practice of medicine.

In the treatment of the land question by Parliament we see a good example of the English method of dealing with things. In this country we prefer to add to, alter, and improve old institutions, rather than raze them to the foundations in order to erect new ones: our method is to adapt old institutions to existing circumstances. We recognize the fact that all systems, agricultural or political, are the growth of ages, and cannot be created, although they may be destroyed, in a day.

It has been well said that "England is a country of traditional institutions, where customs develop and modify

themselves in the course of centuries, shaping themselves in conformity to new wants, and, under the appearance of immobility, transforming themselves as English civilization itself. English intelligence rebels against systems constructed on absolute principles, and is the enemy of abstractions."

It is very comforting to my mind to see the insensibility of facts and institutions to the closest logic. SYDNEY SMITH observes that "Bishop BERKELEY demolished the external world in one volume octavo, and nothing existed after his time but Mind, which experienced a similar fate at the hands of DAVID HUME." Yet, in spite of these two able philosophers, we still believe in the external world and personal identity, and we hope and believe, too, that the English agricultural system will long continue to benefit the nation, in spite of the fact that many recent writers are persuaded of its unsoundness. No doubt the English agricultural system has, if we may so express it, been subjected to a heavy storm of criticism; but I think we may say it has escaped substantial injury, and the extremely sensational and socialistic writers on the land question have, happily for us, simply played the part of the storm petrels, which often come with a tempest, but have nothing to do with causing or directing it.

When I last had the honour of opening your session, I made some remarks respecting the position and characteristics of British agriculture as compared with the agriculture of the continent. During the past autumn, I have had an opportunity of again seeing somewhat of foreign farming, and the result of my observations in France, Southern Germany, the Tyrol, and Italy, has been to confirm my views as to the superiority of British agriculture, as a whole, to anything the continent can show, and this superiority results mainly, as I stated last year, from economy of labour

and application of machinery. These are the results of large estates and moderately large farms, for the small peasant properties on the continent, where the land is often far from the homestead and widely dispersed, render economy of labour an impossibility, and application of the best machines an almost insuperable difficulty. Looked at from a purely economical view, continental farming seems to reproduce and even exaggerate the evils with which all are familiar who remember the old open field parishes in England. We see the same congregation of buildings in the villages, the same small farms composed of widely dispersed parcels, the parcels themselves being so small as scarcely to justify the application of horse labour for their cultivation. But, looking at them from another point of view, and for the moment neglecting economical considerations, there is ample evidence to show that the personal condition of the small proprietor, his wife, and children, is inferior to that of the English labourer and his family. I will neglect the question of food, clothing, and house accommodation, though upon these points, as is well known, the position of the English labourer need fear no comparison with that of the cultivators of a large part of the continent. Two facts are quite sufficient, I think, to establish the inferiority of the foreign cultivator: first, the great amount of female and juvenile labour employed on the land; and secondly, the character of work which they have to perform. This excessive employment of female labour shows a great want of outlet for it in other occupations more suitable to the sex, and the necessities of small peasant-farming require females to perform such work as in England no woman would undertake, and which would, indeed, be done here by horses. The hardships and labours which they undergo, would scarcely be credited by the English labouring population, and it is only by their subjecting themselves to

incredible exertions, and to a character of work utterly unfitted for women and children, that peasant-farming can show the results that it does. In England, horse labour and machines tend to supplant manual labour; and man, ceasing to be a mere machine of labour, is becoming every day more a director of work, towards which he supplies the guiding mind, while machines and horses supply the greater part of the physical power. This, surely, is a progress for humanity. No doubt the independence of the peasant proprietor is a very pleasant idea, but does not the progress of society in all other arts imply, to some extent, a loss of independence, and why should it not be so in agriculture? We read of an early state of society when the allodial system was prevalent, and the Teutonic freeman held his land not of a feudal superior or of the Crown, but as his own right. Probably, there were many peculiar virtues accompanying this barbarous state of society. In the progress of civilization, this political independence has been utterly lost.

In manufactures, as we know, anything like independence of production of any article is almost unknown. The more manufacturing art progresses, the greater the division of labour; and the greater the division of labour, the more man is dependent on his fellows. In English agriculture, no doubt the labourer is dependent on the farmer; but the farmer is also dependent on the labourer, and the landowner on both. There is a great deal of mutual dependence in all complex systems; and this is the direction in which, so far as I can see, the world is tending.

In my last Address I said that, if any benevolent persons have faith in schemes of communistic or co-operative agriculture, it may be well they should be tried; but it is not necessary, in order to make such trial, to violently subvert the whole system under which land is now owned, acquired, or inherited.

Mr. LAWSON, a gentleman of fortune in the north, has tried one such scheme of co-operative farming on a considerable scale, at his own cost, and has published an interesting account of the enterprise. The result of several years' operations, with considerable capital and the best intentions, was a loss of many thousand pounds.

In a barbarous state of society it might probably be necessary for a man who believes he has a mission to enlighten the world, to commence with the utter destruction of existing institutions, in order to try the practicability of his own pet scheme ; but in this civilized age and country such process is very dangerous and unnecessary. The experiment can be tried at far less cost. The true result, as Mr. LAWSON has shown, can be obtained by more judicious and economical means. In these days, economical experiments and the testing of economical theories can surely be attained in a manner much less troublesome, expensive, and dangerous than by destroying the English constitution of property.

The Act next in importance to the public, as well as to our own profession, is the Public Health Act, which is a very comprehensive and useful measure, and is, in great part, a consolidation of the many Acts of Parliament passed since 1848, to improve the sanitary condition of the country. Previous to the passing of "The Public Health Act, 1875," it is true that, as respects rural districts, it would have been difficult to have pointed out a single nuisance which could not be removed, or a defect in the sanitary condition of our villages which could not be remedied, under the provisions of the several Acts passed from 1848 to 1875. Ample powers were given to remove nuisances, to give efficient drainage, to dispose of sewage, and to supply water ; but I do not know any village where these advantages had been attained under these powers. The state of things in many rural districts

could not well be worse than it was before the passing of the Public Health Act. In villages owned chiefly by large proprietors, attention was given to sanitary matters, some care being taken to avoid nuisances, and conditions hurtful to health; but this applied to only a small proportion of the whole. For the most part, our agricultural villages were, and are now, without house drainage or street sewers; they have open cesspools, ill-built privies, pigs in close proximity to their dwellings, offensive and uncovered ditches, and a very bad supply of water.

There cannot be a doubt but that much ill-health and suffering results, and, as has been stated, even before the Act of last session the Legislature had given powers which, if applied, would have remedied all these evils.

The causes of the failure of the legislation from 1848 to 1875, in rural districts, appears to me to be these two: First—There was no authority, no person or public body, upon whom it was imperative to put these Acts in force, they being all more or less permissive; secondly—if there were persons who wished to put them in force, there was such doubt and confusion arising from the language of the Acts, that no person could feel certain who was the proper authority to act, or what was the scope of his power.

Considering how unwilling persons of small means are to tax themselves, and how imperfectly they appreciate the benefit of good sanitary arrangements, it is no wonder they declined to act where there was no legal obligation, and where there was sufficient doubt and risk to excuse the few who might otherwise have been disposed to action.

The Public Health Act of 1848 gave as a local authority persons elected by owners and occupiers. This Act, though most comprehensive, has hardly even been applied in rural districts.

The 18 & 19 Vict., c. 116, and 18 & 19 Vict., c. 121, gave the Highway Board as the local authority, though not in the strict sense a local authority at all.

The 23 & 24 Vict., c. 77, substituted the Board of Guardians for the Highway Board, this also being no really local authority.

The 28 & 29 Vict., c. 75, constituted a sewer authority, but made no provision for electing one, and the 29 & 30 Vict., c. 30, vested all power in a nuisance authority, which was thought to mean the Board of Guardians, though this was doubtful.

All this is now settled by the Act of this year. The provisions of the various sanitary Acts are consolidated in the Public Health Act, and, in rural districts, the Board of Guardians is appointed the rural authority, and they have power to appoint a medical officer, inspector of nuisances, and other assistants as may be necessary for the efficient execution of the Act.

The supply of water to the rural districts appears to me to be a most pressing question, and one well worthy of consideration, as there is a great neglect in this direction. It would appear to be comparatively easy, by co-operation of parishes, without any great cost, to preserve and store up the excess of water of one part of the year, to make up the deficiency of another.

All have, no doubt, read with interest the correspondence on this subject in the *Times* from Mr. R. B. GRANTHAM, and Mr. BAILEY DENTON, and from this correspondence it appears that they differ somewhat as to the sufficiency of the powers conferred by the Public Health Act, or in making a practical application of them. In this matter of the conservation and distribution of water we are, in rural districts, immeasurably behind the practice on the continent.

The Artisans' Dwellings Act has also an interest to some of our Members. It is not, however, of such general interest as those Acts to which I have referred, as its application only extends to the Metropolis and urban sanitary districts of a population of 25,000 and upwards, and the Bill was most fully discussed in our last session.

I need here only refer to it as a measure passed with a view to improve the health of the working classes in our large towns, by the destruction of unwholesome dwellings and by promoting the erection of houses with increased light, air, and space, and with conditions and arrangements necessary for the decent and healthy existence of our artisan population.

The Act gives very extensive powers for the purchase of private property, and its operation will, I have no doubt, receive the careful attention of those of our Members who will be called upon to carry it into effect.

Passing from the legislation of the past session, perhaps I may suggest, for the consideration of Members, whether some legislation in the future is not desirable in the direction of real local self-government; for, I believe, it is the want of this in rural districts which has been the cause of the failure of sanitary legislation for the last twenty years. I cannot but think it would be advisable to have a local authority constituted in each parish, capable of dealing with the affairs of that parish. I think it would be an advantage, to both owners and occupiers of land, if a considerable degree of local self-government were introduced. At present the so-called local self-government is a delusion. In matters relating to the poor, the highways, and public health, the local authority is in no true sense local.

The case of highways under a board of waywardens, affords a good illustration of the evils which the rural district suffers under the present law. Formerly, each

parish elected its own surveyor, and he maintained the roads within the parish, and levied a rate for the purpose.

The objections to this system are very obvious; but it appears to me that in seeking to remedy the evil, we have fallen into other evils quite as great. We have suffered, I cannot but think, by departing from the true method of all reform, in creating a new system instead of remedying the evils of the old one. In many parishes the roads under the old system were quite as good as, if not better than, now. The office of surveyor was often held for years by the same man, who probably took an interest in the roads, and had some degree of leisure, and being on the spot, he was capable of inspecting not only the roads, but the labour employed in maintaining them. Unquestionably, many parishes disgracefully neglected their duty, and as the surveyor was elected by the ratepayers, and was himself a ratepayer, economy was often made the guiding principle of management to the neglect of efficiency. This was, so far as I know, the sole objection to the old system, and, undoubtedly, it was an objection which urgently demanded removing; but, if in each county, or district, an inspector had been appointed, with power to summon the representatives of parishes neglecting their roads, (and the magistrates had full power to deal with such cases,) the only evil of the old state of things would have been removed. No tribunal could be better fitted to deal with such questions than the justices in Petty Sessions. As a rule, no class is better acquainted with the roads of a district, or more interested in their being maintained in good order than county gentlemen, and therein their interests coincide with the interests of the general public, and as owners of the property through which the occupiers would have to be rated, they would have every inducement not to neglect the point of economy. But, under a board of waywardens, what is

the course pursued ? A surveyor is appointed who cannot possibly survey the roads extending for miles in all directions. He is the employer of the labour engaged on the roads, and what sort of superintendence he can give to work carried on by men miles apart may be imagined. The waywarden for any parish has no authority over the roads of that parish, or over the labour employed thereon. Although the work is carried on close to his own residence, he cannot legally control it, or exercise any influence over it. In order to have any influence in the matter, it is necessary for him to ride seven or eight miles three or four times a year, to meet other waywardens, and discuss the matter with them, they knowing very little of, and having no interest in, his case. No greater waste of power can well be conceived. When we add to this the certainty that at the Board, as in many committees of the kind, there are one or two members who find the temptation to air their notions irresistible, and who occupy time by talk which belongs to that category which Mr. CARLYLE says ought to be suppressed altogether as not leading to any action, we cannot be surprised that the office of waywarden is not much sought after.

With respect to matters relating to the relief of the poor, the system is somewhat similar.

The overseers of the poor have, practically, very little to do with the poor, and their duty in this respect is very much limited to raising money by rates and paying it over as ordered, to the treasurer of the Union. The guardians have, like the waywardens, to travel several miles to discuss the affairs of their parish with other guardians. When the guardians are assembled, and any case relating to a particular parish is brought before them, no one can possibly know anything of the subject, excepting the one guardian who lives in that parish, and who is brought seven or eight miles

to give the information required to enable them to deal with the case.

If the case be dealt with in his absence, the Union officials can have but imperfect knowledge of the facts, and it is mere chance if any other guardians have any acquaintance with the circumstances. Surely some method could be devised by which such purely local work could be done by local people on the spot, subject to appeal to and inspection by proper authorities.

The Public Health Act of 1875 applies to sanitary matters the same principles of administration, and the Board of Guardians is appointed the rural authority under the Act. The officers under them are a medical officer and an inspector of nuisances. These officers are, theoretically, supposed to be acquainted with the nuisances and requirements of twenty or thirty or more parishes.

It is the same principle as the highway district, and the same objections apply with equal force. It appears to me that the rural authority should be really local, that is, resident in the parish; whereas Boards of Guardians meet at a distance, and, except the one representative of the parish, these Boards have no interest in the work to be done, and the members are not likely to travel many miles to inspect what does not concern them.

A local authority for sanitary purposes should consist, I think, of men residing in the parish, and, as far as possible, the most intelligent of them. The duties, consisting of many and small elements, have to be done in the parish, and why should they be discussed miles away by persons who, for the most part, have no interest in them?

I cannot but think that, for sanitary purposes, there should be a really local authority, and that this should consist of persons in the parish, partly elected by the ratepayers, who are the occupiers, and partly by the owners, who should be

directly represented in matters which so nearly affect their interests.

The Board might consist of the two overseers of the poor, the guardian and waywarden, making four *ex-officio* members elected by the ratepayers, and a certain number elected by the owners, voting according to the value of their property, on the scale set out in the Act of 1848.

A thorough reorganization of the local authority is generally felt to be desirable, and a writer in the *Times* of August 25th, reviewing the Public Health Act, states it as his opinion that without such reorganization no sanitary law will ever be effectually administered, and in this opinion I entirely concur.

Without committing myself in any way to approval of the general tendency of Mr. GOSCHEN's Local Government Bill, there was in it one point, which appears to me, of great value, and which, I hope, may be incorporated in any future Local Government Act. This was the proposed re-constitution of the parish or township as the unit for all administrative purposes. Mr. GOSCHEN proposed the formation, in each parish, of a Parochial Board elected by the Vestry, such Parochial Board to be a body corporate, having a perpetual succession and a common seal, and power to acquire and hold lands. The Parochial Board to constitute the sanitary authority, to have all the rights, duties, obligations, as but for the proposed Act are vested in, and attached to—(1) The overseers or the churchwardens and overseers jointly, and the surveyor of highways, all real and personal property, and all interests, easements, and rights, in, to, and out of property, as but for the proposed Act would have been vested in overseers, churchwardens, inspectors or surveyors, to be vested in the Parochial Board, which was to be deemed the superintending authority of the parish, who were to exercise all

other powers of the Vestry as should be delegated by the Vestry of the Board.

From my experience in rural parishes, I think this to be a sound principle of action, and the constitution of the parish, as a unit of administration, appears to me to be the fixed point upon which all rural administrative reform should depend.

Thus, all matters relating to the Poor, the Highways, Education, and Public Health, should be dealt with by one Parochial Board, subject to inspection and correction by some central authority.

The Scottish people have, I think, shown their usual foresight in preserving their parochial organization; for the Board of Heritors in Scotland have much the same functions as it is proposed should belong to the Parochial Board.

The attention of the public and the Legislature have been of late so constantly directed toward matters relating to land, and so many important Acts affecting it have recently been passed, that it seemed incumbent upon me to make a few observations upon measures which so nearly concern our profession, and in doing so it seemed difficult to avoid touching slightly upon others, such as the reorganization of the administration of rural affairs, the necessity of which has been recognized by statesmen of all parties, and which is, indeed, urgently required.

I think that all legislative enactments ought to be jealously watched, so as to avoid unnecessary interference in agricultural affairs, and especially to prevent any return to that spirit of regulating matters which had better be left to their own free course. Freedom from unnecessary interference, is, in agriculture, as in commerce, an important condition of progress.

Agreements between individuals for objects beneficial to themselves, form a large portion of the transactions of man-

kind, and are founded on the obvious wants of society. And while freedom of contract and entire liberty of action has been extended on all sides with uniform success, there is no reason why agricultural matters should be an exception. Legislative interference for minutely regulating agricultural affairs, or attempting to do for persons what they can better do for themselves, is simply a return to the old ideas of industry and prosperity by Act of Parliament, which, whenever they have been tried, have lamentably failed.

I must now bring my remarks to a conclusion. I have endeavoured, gentlemen, to present to you, in a succinct form, a view of so much of the legislation of last session as affects us as an Institution of Surveyors. There are many points of detail to which (had time permitted) I might, with some advantage, have adverted. Several of these points will naturally arise in connection with discussions on papers which will be read in the course of the session. It only remains for me to indicate, in a general way, the subjects which will invite our attention during the series of evening meetings which commences to-night. Among others there will, I hope, be Papers on "Fruit Lands," "Rural Water Supply," "Management and Maintenance of Fences and Hedge-rows," "Riparian Rights," "Light and Air," "the Sanitary Laws," "The Construction and Re-arrangement of Farm Buildings," "Warping and Reclamation of Waste Lands."

We shall find in these subjects matter for much profitable discussion, and information will, no doubt, be elicited of a kind to maintain the high reputation which our *Transactions* I think, deservedly enjoy.

Finally, I may be allowed to remind you that the future well-being of the Institution will be proportionate to the support it receives from its Members; and I ask on its behalf that all our Members will, by contributing Papers on

special subjects of interest, and by attending the discussions at our Meetings, freely communicate their individual experience for the common benefit.

It is only by this co-operation and by sustained efforts that we can secure for this Society what we all earnestly desire, —a lasting and honourable position among the Institutions of the country.

Mr. F. VIGERS (Member) proposed a cordial vote of thanks to the President for his very excellent Address. It contained much useful matter and many suggestions of great value both to the older and to the younger Members.

As the PRESIDENT had justly remarked, the position he had been called upon to occupy was a very honourable one; but it should not be forgotten that it involved many arduous duties, and it was a matter of satisfaction to the Institution that he had undertaken the office for another year.

Mr. E. P. SQUAREY (Member) had much pleasure in seconding the vote of thanks. Nothing could be more lucid than the PRESIDENT's review of the legislation of last session, especially of the Agricultural Holdings' Act, a difficult and complicated measure, the application of which had been rendered, by his Address, much clearer and more satisfactory to his mind than it had hitherto been.

It was curious to observe the absence of interest taken in that measure by the farmers themselves. He had carefully endeavoured to ascertain the feeling of the agricultural mind with reference to it, and had not met with half-a-dozen tenant farmers who had even read it. The Act was difficult to understand, one clause (the 19th) appearing to be open to different constructions in the opinion of those whom he had consulted with reference to it. The question was as to the powers of the landlord under that clause, supposing

that the tenant made no claim, whether in that case he (the landlord) had or had not power to seek redress for any breaches of covenant occurring prior to the termination of the tenancy, or whether he must seek his remedy at common law. Time, which developed all things, would, no doubt, develop other weak points of the Agricultural Holdings' Act; but, meanwhile, he was not unwilling to confess that the PRESIDENT'S Address had disposed him more favourably towards the Act than he had previously felt.

He was not entirely in accord with the PRESIDENT'S remarks with reference to the limitation to and return to the parochial system. In his own district, the Highway Boards had certainly worked satisfactorily. He entirely agreed, however, with the PRESIDENT'S views as to the sanitary question. His only fear was lest the plan suggested, if too largely applied, might result in increased local taxation. This question was one well worthy of the careful attention of the Institution.

Mr. W. BROWN (Member) said that he had heard expressed by farmers a very general intention to contract themselves out of the Agricultural Holdings' Act, the reason assigned being that they had never read the Act, or did not understand it. His object in rising was to ask whether, before the 14th February, when the Act came into operation, an opportunity would be afforded to Members of expressing their views with reference to it? Another important topic, referred to only very slightly by the PRESIDENT, was the question of *Inclosures*. He need hardly remind Members that all operations of this kind were now absolutely blocked, and a discussion by the Institution might do much to enlighten the public mind with reference to the subject, and remove existing misapprehensions

The PRESIDENT begged to tender his sincere thanks for the kindly response given to the motion made by Mr. VIGERS, and seconded by Mr. SQUAREY, and for the reception given to his Paper. If the remarks which he had ventured to make had proved acceptable to the Meeting, he could only say that he was fully and amply rewarded.

The vote of thanks to the PRESIDENT having been put, and carried unanimously, the Meeting adjourned.

FRUIT CULTIVATION AND MANAGEMENT IN KENT.

BY G. WEBB, MEMBER.

*Read at the Ordinary General Meeting of the INSTITUTION OF SURVEYORS,
November 22nd, 1875.*

THE PRESIDENT IN THE CHAIR.

SO MANY able Papers on matters of interest and importance to surveyors have been read in this room, that in appearing before you to treat of fruit planting, I feel that I have undertaken a task which I can hardly hope to accomplish as I should desire. I should not have ventured, indeed, to approach it at all, were it not for the hope that other Members, by their greater knowledge and experience, may be able to make up for my deficiencies. I am obliged, also, to confine my observations to Kent, as I have seen very little of the orchards of other counties.

It is hardly more than twenty years since railways first opened out our country ; but, during this short period, the cultivation of fruit has received greatly increased attention, both at home and abroad. Where soil and climate are favourable, new fruit plantations are to be seen springing up in all directions ; fruit growing begins to figure prominently among the industrial resources of the kingdom, and the great

question must soon arise, whether the consumption of our increasing population will keep pace with the supply afforded from so enlarged an area of planted land. This season has probably been the best, for many years past, to test the question, for the crops of all kinds, more especially of cherries, has been enormous; but, I believe, that if the rainy season had not prevented the gathering, the greater part of this heavy crop would have found a remunerative market in the manufacturing districts. From the returns of 1874, the fruit crop in England is stated as occupying, excluding gardens, 145,622 acres. The counties which contribute the largest acreage are Devon, 24,312; Hereford, 21,534; Somerset, 19,857; Worcester, 13,390; Gloucester, 11,152; Kent, 11,186; Cornwall, 4,180. No other county has 4,000 acres.

Now, we cannot be surprised that the study of fruit, whether the object be pleasure or profit, should more and more attract the attention of our countrymen; for the interest attaching to its culture never ceases; and there is no period of the year unrepresented by some fresh source of delight or interest. Even in winter, after the trees are stripped, we eagerly watch to see what fresh wood has been made, what are the prospects of fruit buds, and what further pruning is required; but, apart from purely pleasureable associations, I shall be able to show you that good returns have been realized by those who have spared neither pains nor expense in the cultivation of their fruit land.

Now, before speaking of fruit plantations, I ought to say a few words as to the preparation required in making fresh ones; for everything depends on a good start. The first thing to be done is to select the ground. If it be possible to do so, avoid all low-lying lands or valleys, for valleys catch the frost most, and take the higher land, having a south-east,

south, or south-west aspect. The more the trees are exposed to the east the better; for the morning sun, in such situations, comes out gradually on the bloom; whereas, if the sun (after having been up some time) falls suddenly on the trees in valleys, the bloom is certain to be cut off. We had a marked instance of this in the severe frost of May 1871. One orchard lay in a valley, with rising ground to the west, and the bloom was not only completely cut off, but the trees themselves were so injured, that they took three years to recover; but where the land was only 12 feet higher, the frost took very much less effect. Shelter on the south-west is very desirable, either by means of a good high quick hedge, or a belt of larch, as south-westerly gales do much injury to both fruit and trees.

Before planting, the land should have a dressing of well rotted compost. It should then be deeply ploughed and subsoiled or dug, and trenching, although expensive, always pays. The field should then be properly squared and set out; the holes for standard trees well thrown out (not less than 3 feet over by 2 feet deep, for which we pay about 4s. per 100), and, if possible, every tree should be planted by the 10th of December; the depth best suited is, say from 6 to 9 inches. Young trees should always be carefully watched during the next summer after planting. The moment their leaves droop, the water-cart should be employed; or, where this cannot be done easily, some rough farmyard dung should be put round the trees to keep in the moisture. In exposed situations, or where there is stock, the trees will require some support for protection. Five or six old dipped hop-poles or stakes, bound with a piece of iron-hooping at the top, make a good guard; or against sheep or rabbits, tree guards cut from common wire netting answer well. After the tree is once started, the pruning-knife

must be freely used for the first three or four years, to form a good head, and the shoots will require to be both shortened and thinned. It is better to clear the inside of a tree while young, than after it is old.

Next comes the great question, *what to plant!* It is, of course, most important to select the sort of fruit and the kind of cultivation which specially suits each locality, for herein rests future success or disappointment. The questions of soil, climate, aspect, and the description of fruit best adapted to them, must be deeply weighed and considered; and, after all this is done, there still remains another difficult consideration,—namely, Covent Garden Market. We must please our customers and must keep pace with the times, or all our care and skill in cultivating will go for nothing. The popular sort of to-day may, in three years' time, be entirely discarded; and then will come all the mortification of having to replant or regraft, and a great loss of both time and money. In showing the necessity of studying climate, I cannot give you a better illustration than the Chaumontel pear. In Jersey, these pears grow on the bush, and are so fine that they frequently sell for 1s. each. In Kent, about 100 feet above the sea level, this sort bears well, and two years out of three is well flavoured; but at an increased altitude of 300 feet the fruit is no better than a turnip.

Again, as to the study of the market. The sorts that often engage the attention of the grower, are, by the fruit salesman or costermonger, the most neglected. The latter wants an apple or pear that will last beyond a day, and which will preserve its colour and quality. Pears such as the Williams, Beurré Bosc, and Capiaumont are the kinds which answer their purpose best; but fine, showy sorts, like the Beurré d'Amanlis, Colmar d'Été, and Gratioli, they care little for. That useful and early apple, the Keswick

Codlin, formerly sold well, but now, from being so plentiful, hardly pays expenses of sale.

I now proceed to treat of fruit plantations under three different classes.

First. Orchards planted entirely with standard trees, the bottom being grass, fed off by sheep.

Secondly. Fruit plantations containing standards or half standards, with which is raised a plant of gooseberries, currants, nuts, &c.

Thirdly. Fruit plantations which grow bush fruit, and of the berry tribe only.

I may here state that by the term "berry" I mean to imply gooseberries as well as currants both black and red.

While dealing with these classes, I propose to refer to the sorts of fruit most applicable to each kind of cultivation.

Orchards are, perhaps, the most desirable, on the whole, for the reason that they require less labour and last longer; nor can anything exceed the beauty of an orchard when in full bloom, for the effect of the snow-like blossoms, aided by the greensward beneath, is most charming. The plan now usually adopted is to set the permanent plant of cherries, pears, or apples, ten yards (or where the land is very strong, twelve yards) apart each way, with a plum as an intermediate plant. The plum is the plant generally selected, as it rarely lasts longer than the time required for the other sorts to get up. This gives 80 trees to the acre.

As a native of East Kent, I may, perhaps, be excused for commencing with the cherry, which, I believe, was first introduced into our county. HASTED, in his History of Kent, under the head of "Tenham (or Teynham)," says, referring to LAMBARDE, "This Parish, with thirty others lying on each side of the great road from Rainham to Blean Wood, was, in his time, the cherry garden and apple orchard of

Kent, and such it undoubtedly continued to be till within memory. It was the parent from whence the other plantations issued, for RICHARD HAYNS, fruiterer to King Henry VIII., having observed that those plants, which had been brought over by our Norman ancestors, had lost their native excellence by length of time, and that we were served from foreign parts with these fruits on that account—which he saw no reason for, as neither the soil nor climate here were unequal to the bringing of them to perfection,—determined to try a plantation of them here; for which purpose, having, in 1533, obtained 105 acres of rich land, then called the Brennet, and having, with great care, good choice, and no small labour and cost, brought plants from beyond the seas, he furnished this ground with them in rows, in the most beautiful order. These fruits consisted of the sweet cherry, from hence usually called the Kentish cherry, the temperate pippin, hence for the like reason, called the Kentish pippin, and the golden reneate.” Mr. FURLEY, in his “History of the Weald of Kent,” also records that CAMDEN, following LAMBARDE, describes Kent as “abounding in apples beyond measure, as also with cherries, which were brought out of Pontus into Italy 680 years after the building of Rome, and 120 years afterwards into Britain (A.D. 48).” Mr. FURLEY also observes that FULLER, who published his “Worthies,” in 1662, states that one of the orchards of this primitive plantation, consisting of 30 acres, in one year produced fruit which sold for £1,000. As Mr. FURLEY justly observes, “it may be doubted (looking at the difference in the value of money) whether our modern cultivators can surpass this return.” But, to proceed. Cherries like a dry subsoil, and will not do in the clays; neither do they like cultivation for any length of time, and although the trees will attain a good size and bear, at times,

tolerably well, they do best on grass, and when their roots are undisturbed. Plantations of cherries are, however, frequently raised on cultivated land, with a crop of underfruit, and the trees will, in this way, make wood very fast. After eight or ten years, however, the land should be laid down to grass. A good climate is indispensable for cherries, especially such sorts as the Bigearreau and the Duke tribe. These sorts flourish best at an elevation of from 30 to 200 ft. above the sea level; Black Heart, Kentish, and Turkey Hearts, will do fairly up to 400 ft.; but at any elevation beyond this the chance of a crop is very precarious, and the fruit is indifferent. It is odd that, although our great propagators have added of late years so many excellent and useful varieties to the stock of apples, pears, and plums, yet with cherries we have had but few additions. The old recognised sorts continue to hold a prominent place in all fresh planting. We much require a few good early sorts to compete with the foreigner; but what new sorts we have must be proved before we know their standard qualities. For all useful purposes I should commend for orchards—

Early Purple Gean.
 Adams' Crown.
 Frogmore Bigarreau.
 May Duke.
 Governor Wood.
 Cleveland Bigarreau.
 Elton Heart.
 Knight's Early Black.
 Old Black Heart.
 Waterloo.
 Bigarreau.

Mammoth.
 Mary.
 Black Tartarian.
 Black Eagle.
 Flemish.
 Turkey Heart.
 Florence.
 Kentish.
 Cluster.
 Morello.

The above will ripen in the order in which they are placed. The Bigearreau and Cluster make the largest trees; indeed, the latter might be planted as an ornamental tree in any park. It is of no unfrequent occurrence to get from eighteen to twenty-five sieves of 48 lbs. each from a cluster. Mr. Neame, of Selling Court, has sent to market forty and a-half sieves (nearly a ton) from one tree, but what is quite as wonderful, I have known a tree at Milton which has grown twenty sieves of Adamscrowns. Cherries pay well, as a rule, where they thrive. In letting an estate some fourteen years ago, where it was incumbent on us to make the most we could of the property, we decided to reserve the fruit and let the bottoms. It consists of about ninety acres of mixed fruit, principally cherries. The fruit has been sold by auction when fit to gather. I give you the returns of these orchards, together with some others which have come under our notice and management. The expenses of sale are not deducted, but may be taken at about two per cent. The bottoms are let at about £2 per acre, and an allowance is made to the tenant for a proportion of the rates and tithes.

	NAME OF PARISH.	Number of consecutive years during which the Fruit has been sold by Auction.	ACREAGE.		Annual average Sale for the years stated in column 2 of				Total average Sale of Cherries and Hard Fruit.	Average Returns per acre for years stated.	REMARKS.
			A.	R. P.	Cherries.		Hard Fruit.				
			£	s. d.	£	s. d.	£	s. d.	£	s. d.	
Orchards.	Lynsted and Teynham	14	88	0 0	1,214	0 0	500	0 0	1,714	0 0	15 acres of these have not arrived at perfection.
Ditto	Milton . . .	13	29	0 0	350	0 0	250	0 0	600	0 0	Old plantations.
Ditto	Tunstall and Halstow	13	32	2 0	423	10 0	148	10 0	572	0 0	The same.
Ditto	Milton . . .	13	10	0 0	69	0 0	68	0 0	137	0 0	This orchard lies low and flat.
Ditto	Borden and Tunstall.	13	2	3 20	88	6 0	6	4 0	94	10 0	An old plantation, lies well.
Ditto	Sittingbourne .	5	9	0 0	—	—	—	—	270	0 0	Sold privately together.
Ditto	Rainham . . .	4	7	2 0	—	—	—	—	202	0 0	The same.

The plan of selling by auction is an easy one for the grower, and, on the whole, we find that the trees are fairly taken care of. I find the cost of gathering and marketing cherries to be about 3s. per sieve, which is an increase of about 1s., compared with twenty-five years ago. We calculate that we have made on the trees, for the last ten years, an average of 5s. 6d. per sieve.

I next pass to pears, which require a deep, rich soil, and, of the two, a better climate than cherries; but they are not so much grown in Kent as the latter. The sorts principally grown for profit are—

	Time of Ripening.
Doyenné d'Été	July.
Chalk	July.
Citron des Carmes	July.
Lammas	August.
Windsor	August.
Caillot Rosat	August.
Bellissime d'Automne	Aug. and Sept.
Colmar d'Été	September.
Bon Chrétien (Williams's)	September.
Yat	September.
Beurré d'Amanlis	Sept. and Oct.
Bergamot	September.
Hessle	September.
Marie Louise	October.
Suffolk Thorn	October.
Eyewood	October.
Catherine	October.
Beurré Bosc	Oct. and Nov.
Calebasse	Oct. and Nov.
Aston Town	Oct. and Nov.
Beurré de Capiaumont	Nov. and Dec.
Duchesse d'Angoulême	Oct. and Nov.

	Time of Ripening.
Rondelet	November.
Nutmeg	Dec. and Jan.
Moccas	December.
Catillac	Dec. to Apr.

There are also many new sorts, but they require proving before we can know whether they will bear on standards. Many good pears, it may be observed do well on the bush which will not do as standards. I will name a few of the best sorts for the bush, and will also digress a little by recommending a few for a wall.

FOR BUSH OR PYRAMID.	Time of Ripening.
Doyenné d'Été	July.
Beurré Giffard	August.
Beurré de l'Assomption	August.
Désiré Cornélis	Aug. and Sept.
Colmar d'Été	September.
Beurré Goubault	September.
Souvenir du Congrès	September.
Gratioli of Jersey	September.
Louise Bonne of Jersey	September.
Beurré Superfin	October.
Beurré Hardy	October.
Doyenné du Comice	Oct. and Nov.
Marie Louise d'Uccle	October.
Belle Julie	October.
Pitmaston Duchess	Oct. and Nov.
Maréchal de Cour	November.
Baronne de Mello	November.
Beurré Duval	November.
Durondeau	November.
Thompson's	November.
Zéphirin Grégoire	December.
Beurré Sterckman's	Jan. and Feb.
Joséphine de Malines	Feb. and May.

FOR A WALL.	Time of Ripening.
Citron des Carmes	July.
Jargonelle	August.
Fondante d'Automne	September.
Marie Louise (on north aspect)	October.
Gansel's Bergamot	Oct. and Nov.
Brown Beurré	November.
Vans Mons. Léon Leclerc . . .	November.
Glou Morceau	November.
Urbaniste	Oct. and Nov.
Huyshe's Prince of Wales . . .	November.
Passe Colmar	Nov. and Dec.
Ne plus Meuris	December.
Chaumontel	December.
Beurré Diel	December.
Beurré d'Aremburg	Dec. and Jan.
Winter Nelis	Dec. and Feb.
Bergamotte d'Esperen	Feb. and April.
Prince Albert	February.
Easter Beurré	Feb. and April.
Beurré De Rance	March.
Alexandre Bivort	February.
Huyshe's Victoria	Jan. and Feb.
St. Germain's (very fine, but coarse)	April.

Plums are grown in our orchards merely to fill up intermediate spaces between other trees. They never make a very large head, and, consequently, are more suited for confined spaces; neither do they last so long as cherries, pears, or apples, for the wind has great effect on them, and when they get to any age they lose large limbs. Their roots skim just under the surface, and they consequently soon derive benefit from any dressing of manure. Not long since I measured the distance which some plum roots had travelled

from the main stem, and found it to be 46 feet. There are some orchards in Kent planted entirely with plums, generally 6 by 7 yards apart, and they are very productive, notably one of greengages, at Gillingham. A few years ago this piece was a perfect model of a fruit plantation. The trees were large for gages, and bore abundantly in one year, making, I believe, more than £100 per acre. The trees are going off now, but there is an intermediate plant of other kinds coming up. The owner was offered £50 an acre for the fruit on the whole 28 acres, half of which was not nearly so valuable as the greengage part.* The plum is so useful a fruit for domestic purposes, that it will be a long time before we get too many of them.

The best sorts for bearing, and the kind possessing the most useful qualities, are—

Early Rivers.	Sandall's.
Early Orleans.	Prince Engelbert.
Dauphine.	Washington.
Victoria.	Mitchelson's.
Belgian Purple.	Autumn Beauty.
Stone Wood.	Diamond.
Orleans.	Greengage.
Gisborne's.	Oulins Golden Gage.
Goliah.	Jefferson.
Belle de Louvain.	White Magnum Bonum.
Pond's Seedling.	Cluster Damson.
Prince of Wales.	Prune Damson.

Lastly, I come to the apple, the most useful of all fruits, both to the rich and to the poor. For eleven months in the year, this excellent fruit supplies our tables; but, although cultivated largely in certain parts of Kent, we find, as a rule,

* There is also another orchard of 3 acres, all plums, near here, planted about 18 feet apart. This has fetched by auction £25 per acre on an average of the last three years.

that cherries pay better where the soil is suitable. Apples will grow on almost any soil, even on stiff clays, if drained, but they are not so suitable for orchards, as the grass grows more rankly, and the sheep, as a consequence, do not feed so closely. Where the soil suits, the apple makes a large head, and requires as much room as any tree. I have heard of 500 bushels being grown on one acre. As for sorts, their name is legion, but some of the best are—

DESSERT.	Time of Ripening.
Joanneting (red and white)	July.
Early Harvest . . .	August.
Early Julien . . .	August.
Devonshire Quarrenden . .	August.
Red Astrachan . . .	August.
Early Strawberry . . .	August.
Early Nonpareil . . .	Sept. and Oct.
Ingestre Yellow . . .	Sept. and Oct.
Mother Apple . . .	October.
Summer Golden Pippin . .	Sept. and Oct.
Sykehouse Russet . . .	Oct. to Feb.
King of the Pippins . .	November.
Ribston Pippin . . .	November.
Golden Pippin . . .	November.
Coe's Golden Drop . . .	Dec. to May.
Court-Pendu-Plat . . .	Dec. to May.
Cox's Orange Pippin . .	Dec. to Feb.
Braddick's Nonpareil . .	Dec. to Apr.
Byson Wood Pippin . .	Dec. to Apr.
Wheeler's Russet . . .	Dec. to Feb.
Northern Spy . . .	Dec. to Apr.
Sturmer Pippin . . .	Feb. to June.
Winter Nonpareil . . .	Feb. to Mar.
Lodgemore Nonpareil . .	Feb. to June.
Adams' Pearmain . . .	February.
Golden Knob . . .	Feb. to Apr.

KITCHEN.	Time of Ripening.
Keswick Codlin . . .	August.
Manx Codlin . . .	August.
Lord Suffield . . .	August.
Gooseberry Apple . . .	August.
Stirling Castle . . .	Aug. to Sept.
New Hawthornden . . .	Aug. to Nov.
Lord Derby . . .	September.
Cellini . . .	October.
Waltham Abbey Seedling . . .	Sept. and Oct.
Cox's Pomona . . .	October.
Barchard's Seedling . . .	October.
Golden Noble . . .	October.
Beauty of Kent . . .	October.
Bess Pool . . .	November.
Betty Geeson . . .	Nov. to May.
Small's Admirable . . .	November.
Dumelow's Seedling or Wellington . . .	November.
Royal Somerset . . .	Nov. to Jan.
Brabant Bellefleur . . .	Nov. to Mar.
Warner's King . . .	Nov. to Jan.
Kentish Fill Basket . . .	Nov. to Jan.
Gascoigne's Seedling . . .	Nov. to Jan.
Tower of Glamis . . .	Nov. to Feb.
Blenheim Orange . . .	Nov. to Jan.
Mère de Ménage . . .	December.
Norfolk Beefing . . .	Jan. to June.

I next come to

FRUIT PLANTATIONS WHICH HAVE STANDARDS OR HALF-STANDARDS, AND UNDER FRUIT.

The plan generally adopted is to plant the trees (which are more frequently half-standards) 22 feet by 16½ feet, with gooseberries or currants between them 5½ feet apart. The

cost of the trees, bushes, and labour comes to about £20 per acre. In about three years the bushes will begin to bear, and to make some return. Trees grow faster and bear sooner in arable plantation than on grass. The cultivation assists very much; and, of course, the more the land is manured the greater will be the crop. Apples, pears, and plums suit this class of planting best. Large returns are made by the under fruit, especially if the plantations are near towns or railways, an acre of berries frequently realizing from £20 to £30—indeed, a large grower near Maidstone informed me that he had made £100 per acre from one piece of gooseberries. This was, of course, an exceptional price. The sorts most used are,—The Golden Drop, Whitesmith, Rifleman, Crownbob, Lancashire Lads, Velvets, and Warrington. Black currants, also, are now attracting much attention. They require a strong, stiff soil. The sale of this fruit has increased much of late years—some say to make port wine; others, for use as a dye. However, the fruit is one of the most wholesome we have, and makes an excellent preserve. The Baldwin's Black is a great improvement on the old sort; but I am not certain whether this and the Naples are the same. I have seen trees lately which have born as much as half a sieve each; and one planter in Rainham told me that he had grown 250 bushels on 2 acres at three years old, realizing £118, less the expenses of picking and sale. In West Kent (especially on the ragstone), filberts and cob nuts are more grown than berries. The soil suits them exactly, and they bear most abundantly. The cob nut is, however, fast taking the place of the old filbert, being found much more productive and profitable. The nut is larger, but not so well flavoured as the filbert; but it gets much quicker to bearing. I have seen some trees at Loose, near Maidstone, which grew forty pounds on a tree, and over £100 was

made of one particular acre. The trees are generally planted about 16 feet apart each way, and the pruning of them requires considerable skill and care. For this work the usual price ranges from 2*d.* to 3*d.* per tree.

PLANTATIONS USED FOR BERRIES ALONE.

These plantations are generally intended to remain for a few years only. With a view to permanent profit the former plan is the best, as the upper fruit is raised while the under fruit is bearing. Gooseberries and currants are generally placed 6 feet apart each way, making 1,210 plants to the acre. The cost of plants ranges from 8*s.* to 15*s.* per 100. Many growers (especially with black currants) now plant an intermediate bush, which is taken out again after five or six years. By this plan, they get a better return at starting. It is now found much better to form the young black currant as a stock instead of a bush. This is done by not taking off any of the buds when the cuttings are struck. The plant in this way forms a better head, and lasts many more years. In all kinds of plantation, it is most essential to have a man who thoroughly understands pruning, as the amount of produce is more or less dependent upon the intelligence of the cutter. As a rule, the young gardeners of the present day do not attend sufficiently to the art of pruning. They ought to have proper training at the nurseries before they undertake such responsible work. My experience is that not one in ten (even among professed gardeners) thoroughly knows his business. For educational purposes I can recommend M. Du Breull's book on pruning as a good practical work.

The drawback to fruit plantations which are under cultivation is the great cost of labour in keeping them clean; for, if roots and weeds are once allowed to get the upper hand, the

expense of getting rid of them becomes enormous. As the fruit picking season comes on, labour gets scarce, and there is great difficulty in getting work done.

Our fruit plantations have all been dug well once over, many twice, and have had at the least four hoeings ; yet I should have been very much ashamed if any of you had seen them last August.

In West Kent, on the light soils and shingle, both raspberries and strawberries are cultivated to an immense extent, and very profitably ; but this is a class of fruit we have not time to discuss. I can only remark, as showing the progress of fruit cultivation, that in the space of about twenty years, probably not less than 1,000 acres of poor woodland about Farningham, The Crays, and Sittingbourne, have been grubbed, and are now growing fruit of this description, or of the other kinds I have enumerated.

There is another kind of cultivation of dwarf fruit which, so far as profit is concerned, may be considered to be, at present, in a state of infancy, but which, I believe, will command great attention presently. I allude to the growing of the apple on the Paradise or Doucin stock on bushes,---the effect being the same as growing the pear on the quince, or the cherry on the Mahaleb stock. The object is to avoid profuseness in growth, so that quicker results and greater bearing propensities may be obtained. Many of our amateur fruit growers have already done much to assist and encourage this most interesting class of fruit growing, and, I believe, when well understood, we shall find the system to be very profitable. The great benefit is, that by this mode of culture any one possessing even the smallest plot of ground can have a succession of fruit. These dwarf trees can be planted three, four, or six feet apart at first, and thinned as they get too large ; therefore, any person having

only six perches of land may have one hundred trees. Mr. Rivers in his useful work "On the Culture of Pyramid and Bush Fruit Trees," has so well described the treatment required for dwarf fruit, that I cannot do better than advise you to study his work. Our countrymen owe that gentleman, Dr. Hogg, Mr. Scott, of Merriott, and many other propagators, their thanks for the great services they have rendered.

I must conclude my Paper with a few remarks on old orchards and fruit plantations, because we must all have observed that many such are much neglected. It is no uncommon thing to see trees running into one another owing to the plant being too thick, or from profuse growth. Now a little thinning or shortening of the lateral branches will do great good. There should not be less space than three feet between the boughs of every tree, so that a ladder may be worked easily, and the sun and air let in; but large boughs (unless dead) should never be cut off if it can be avoided. It is often the custom to cut and thin out the inside of old apple-trees, but great injury is done by the practice after the trees have arrived at any age. A very good fruit grower once remarked to me, that he liked the interior of his apple-trees to be so thick that he could not see to shoot a partridge through them, and I quite agree with him, for we once had the greatest injury done to an old plantation of apples by the clearing out of the inside of the trees. The plantations had borne 3,500 bushels in one year, and the next year my father was advised by the bailiff to have the trees trimmed out. The remarks of the man appeared reasonable enough. He urged that we could get no fruit from the inside but a few scrubby apples, and that that which went to support those boughs would help the other parts of the tree. The work was allowed to be done, but the result was most dis-

astrous, as nothing like the same quantity was ever grown again. I believe manuring never pays better than when bestowed on old plantations. The treatment appears to give fresh vigour and bearing power to old trees, if they have any good wood left. It is not, however, always necessary to manure with dung; for feeding sheep with corn or oilcake answers much the same purpose. I end by advising every one to have each tree looked to and examined early in the autumn, and never to allow an unproductive one to remain or be regrafted.

Mr. J. CLUTTON (Past President) proposed a vote of thanks to Mr. WEBB for his very interesting Paper. He suspected that very few land agents knew much about the cultivation of small fruit, their experience, like his own, being usually limited to orchards. He was glad to observe that Dr. HOGG, who was probably better acquainted with the best sorts of fruit than any man living, was present, and would, he trusted, give the Meeting the benefit of his views on the subject.

He had observed, in the course of his travels through Devonshire, that the old orchards were very much neglected and far too thick, while manuring was rarely, if ever, resorted to. He might mention that, on a small property purchased by him in Surrey, he found that the orchards gave but a very poor yield. He manured them and cleared the middle of the trees out and, what might appear to some an unwise proceeding, allowed his pigs to turn over the grass and mix the manure with the soil under the trees; the result was an increased yield of fruit, amounting, in that and some subsequent years, to something like 300 or 400 bushels per acre. He believed that this was mainly due to the manuring and clearing out of the

interior of the trees, and he was rather surprised, therefore, to hear what Mr. WEBB had said with reference to the ill effects of that mode of treatment.

He quite agreed with Mr. WEBB that cherry-trees require grass under them, but he thought that apple-trees, especially in the earlier stages of their growth, did better on arable land. There could also be no doubt of the desirability of fencing young trees, to protect them from the rubbing of sheep (which was very injurious to them and retarded their growth), as well as to save them from being destroyed by rabbits and other animals.

All planting of fruit trees should, he thought, be done as soon as possible after the leaf became yellow. October, November, and December were the best months for this purpose, and it would be found, he believed, that the planting before Christmas instead of after, when the sap has begun to move, would make almost three years' difference in the growth of the tree.

His own experience in the letting of land in Kent had shown him that, in breaking up grass land, it was possible, in many cases, to more than double the rental by allowing fruit to be grown upon it.

It would be useful if Mr. WEBB would give the cost of picking in some of the instances to which he had referred, as well as the sale prices. These appeared to range from £12 to £28 an acre; but a deduction from those amounts must of course be made in respect of the period during which the land was comparatively unproductive and grew very little except small fruit and vegetables, which he believed did the trees good and kept down weeds.

He was, he thought, correct in saying that the best cherries were grown upon very fine loam, such as was found at Sittingbourne; while the finest plums and fruits of that

description were best grown upon the Kentish rag, red sand stone, and other soils of that character.

Mr. E. RUSHWORTH (Member) said that he had very little to do with the cultivation of fruit trees, but during the last fifty or sixty years he had been extensively engaged in its consumption, for which reason he felt that he could heartily second Mr. CLUTTON's vote of thanks to Mr. WEBB for his excellent Paper.

Dr. HOGG, F.L.S., said that the Paper which Mr. WEBB had read was so exhaustive, and both that and the remarks of Mr. CLUTTON so practical, that little was left for any one to say on the subject without going over the same ground again.

He would make a few observations, however, which had been suggested to him by what Mr. CLUTTON had said with reference to the trees of the old orchards of England. He (Dr. HOGG), recollected the orchards of Kent more than thirty years ago, and at that time had observed that they were principally composed of very old and stunted, moss-covered, trees. The soil upon which they grew appeared to be completely exhausted; and when an old tree died, the custom was to plant a young one in its stead, without any preparation of the soil. This could not possibly succeed, for the soil had already become exhausted, and the young tree was naturally starved for want of food. That same practice seemed to prevail over the whole of England. Orchard trees were left to grow as they might, without any cultivation whatever, till they became aged, exhausted, and diseased, and hence arose those fallacies which were put forward by Thomas Andrew Knight and others, who held the opinion that some of the favourite fruits of England were becoming extinct, and favoured the theory, therefore,

that a variety of fruit had only a limited existence, and that with the death of the parent tree, all the progeny which had been raised from it simultaneously died.

Time had proved that there was no foundation for such a theory. The Golden Pippin, upon which Mr. KNIGHT founded it, and which he stated to be becoming extinct ninety years ago, is still as vigorous as ever, and exhibits no signs of constitutional decay so long as it is grown in a soil congenial to it. He might here remark that all varieties of fruits would not grow on the same soil. Great judgment and considerable knowledge of the different varieties of fruits was necessary, in order to know which sorts were adapted for particular soils: thus the Golden Pippin planted on a cold stiff clay, would have both a short and a miserable existence.

Of late years there had been a wonderful improvement in the cultivation of fruit in this country. He had very little experience of the cultivation of fruit in large orchards, his observations having been confined almost entirely to garden fruit, but as the farmer had learned from the gardener some of his most useful operations, so also had the orchardist received instruction from the fruit gardener on the successful management of fruit trees. He had seen with pleasure, in travelling through Kent during the last ten or fifteen years, the great progress which had been made in the cultivation of fruit trees—he did not mean in the *growing* but in the *cultivation* of fruit trees, for there was a great difference between the old system of growing trees by simply placing them in the ground and leaving them to take care of themselves, and cultivation upon rational principles, and hence the greater productiveness of the modern fruit gardens on a given space, than of the old Kentish orchards.

Then as to the varieties which were cultivated. He thought that orchardists and fruit-growers were not suffi-



ciently careful as to the varieties which they selected for market purposes. A gentleman whom he knew in Worcestershire, who planted very extensively, occupied his ground with a very great variety of many of the new kinds of fruit recently introduced, the value of which for commercial purposes had never been tried. Instead of planting, say, half-a-dozen or ten varieties of apples, he would have twenty, thirty or forty different varieties, with, in some instances, only two or three trees of the same sort, and the consequence was that his ground was encumbered with such a number of varieties that he could never send a large quantity of any one sort to market. Now, the great art in orcharding was to plant extensively of popular varieties which always command a ready sale, and thus be able to send a large quantity of one variety to market. If the grower were to send a small quantity of one variety to-day, and the same of another to-morrow, the chances were he would fail to keep up a steady sale, for when people got a good apple they wanted it again, and when they got a good pear they would ask for the same kind of pear again, and hence the importance of being able to keep the market supplied with those varieties of fruit for which there is a steady demand. For instance, the "Jargonelle" and the "Williams's Bon Chrétien," had so established their reputation that people would hardly ever ask for anything else so long as they were to be had; and if new varieties were brought before them they would hesitate, and would not trust themselves to buy a kind with which they were unacquainted. In planting for market, particularly in the southern counties, one of the great objects should be to plant early fruit,—early pears, early apples, and early plums especially,—because the great facilities now afforded by the extension of railways to the far north, enabled the early fruit of the south to be sent away and consumed in the north long

before the fruit grown in these parts was ready for use; and the consequence was that an immense consumption of fruit grown in the southern counties had sprung up in the midland and northern counties, particularly in the great manufacturing districts. He would, therefore, recommend all orchardists and fruit-growers in the south to plant early fruits very largely, and particularly the early plums, for which there was always an immense demand.

He did not think that anything else suggested itself to him with regard to Mr. WEBB's Paper. That gentleman (whom he had not the pleasure of knowing) was evidently a practical man, and knew what he was writing and talking about, and he had prepared his Paper with very great care and ability, and he, for one, thanked him very much for the opportunity he had had of listening to him.

THE PRESIDENT said he would be glad if Dr. HOGG would give the meeting a little information as to walnut-trees—whether the objection to growing apples in succession applied equally to the cultivation of walnuts, in Nottinghamshire, on the red marl.

Dr. HOGG said he thought they would grow very well in Nottinghamshire, and he saw no difficulty at all with respect to the climate, because in the highest parts of Northamptonshire (at Sibbertoft, near Naseby, for instance, which was a very exposed and bleak situation), walnuts succeeded perfectly. He knew many similar places where walnut-trees grew luxuriantly, and attained the size of large timber trees, and produced fruit. His observations with regard to occupying the same ground for years successively, he thought, applied to walnuts as well as to all other trees. It was a question of rotation of cropping, and it mattered not whether it were a crop of trees, a wheat crop, or an oat

crop, for where the same ground was occupied by a crop for a period of years, the soil would necessarily become exhausted of the food which was specially adapted to that particular crop, but only for that crop. If, after clearing an old orchard, the ground were properly prepared, there was no reason why oak or ash might not be planted successfully, for there was a rotation in crops of trees as well as in corn crops.

Mr. J. R. BONNY (Member) said that he had for many years been a neighbour of Mr. WEBB, and was almost the first proprietor in that locality who marketed his own fruit. He had been getting from £30 to £50 a year for his fruit, which seemed to him (Mr. BONNY) less than could, by good management, be obtained. Having plenty of time at his disposal, he determined, in 1851, to see what could be done, and tried the experiment of marketing his own produce. The result was that, instead of getting £50, he soon realized as much as £120 a year out of his sixteen acres of land, one piece of three acres, producing 1,200 bushels of apples. It was the custom in those days to ship the apples to Scotland, and although the market price was only 1s. a bushel, he was well satisfied with the profits he obtained. The trees were kept open enough to allow the sun to get down on the grass, being thinned out occasionally. It would be found that when large limbs were cut off apple-trees, young suckers would come out; these should be pulled off or they would injure the trees.

It was a fact that cherries delighted in grass, but it should be kept close grazed, and not be allowed to become rank; and pigs or sheep should be kept on the pasture, as their manure, was most beneficial. To illustrate this he might mention that he had two pieces of land adjoining each other, on one of which he was in the habit of allowing the animals to run about, from the adjoining farmyard, in

favourable weather, while the other was mown. The soil in each piece was identical (six feet of brick earth and two feet of sandy loam over chalk), but the result went to show that the mowing of the pasture under fruit trees was very injurious. The trees should be planted early, and as close to the surface as possible, and the more pigs and lambs that were fattened under them, the more fruit would be obtained. On another acre and a half, about a quarter of a mile distant from the former, with a similar soil, he had cultivated cherries and apples together, and had made as much as £45 of the produce. The cherries were Kentish Bigearreaus and Adamscrowns. The Adamscrown, when it bore well, realized more money than the Bigearreau ; but no sort, as a rule, gave such returns as the Old Bigearreau and Kentish Red.

Then, as to the planting of trees. Many people might be deterred from planting if it were necessary to trench the whole of the ground in every case. He now lived eight miles to the north of London, where the soil was gravel over clay, and if he dug a hole four feet deep he came to water. When first he went there he found all the trees cankered and the stems covered with green moss,—a sure indication of water beneath. He turned to, immediately, and got the water out of the place. He next procured some burnt clay and dug it into a trench round every tree, according to its size, going down below the roots, and filled it with ballast, and the result was that the trees bore many bushels every year, and the apples did not rot on them as before. In planting ground where there is water, the soil should be dug out as he had described and six inches of burnt clay put at the bottom ; the turf should be cut up and put in in small pieces, with good mould over the burnt ballast. The apple-trees should then be planted, the holes filled up with good mould or loam, and a small bank of clay laid

above the surface, forming a permanent mulch, the object being to keep the roots cool and moist in dry weather, and encourage them to run out close to the surface under the grass. The clay should be tempered to prevent it from cracking in dry weather, and also to let the rains percolate easily through. Some apple-trees which he had planted four years ago in the manner described, and which cost 2s. 6d. each, had yielded from 1 to $1\frac{1}{2}$ bushels this year, while other trees, not planted in that way, had rotted and died; and he could only account for the difference by surmising that the water had touched them in the one case and not in the other.

No doubt Mr. WEBB was aware of the tendency to disease in the stems of the trees. The American blight, which was the principal pest, was not to be destroyed without great perseverance. He found the best plan to be to take some soot, some brimstone, and hot (unslaked) lime, and mix it with some clay to make it more adhesive, and apply it for about three years to the stems of the trees. This would effectually get rid of American blight, as well as of the moss, so detrimental to the growth of trees.

As to the protection of trees from cattle, it was formerly the practice to use bushes to keep off the stock. Calves were very destructive, as they would gnaw the bark off the trees high up the stems. Half-inch mesh galvanized wire put round the tree, and pegged to the ground, would be found the best protection from all stock rubbing or gnawing.

THE PRESIDENT said, that before Mr. BONNY sat down, he should like to ask, in reference to apple orchards, whether, as a matter of profit, it was advantageous to grow gooseberries under them, and whether the shade was detrimental to the bushes.

Mr. BONNY said that he had grown gooseberries with great success under fruit trees where they were cultivated and dug every year ; but, to grow gooseberries to perfection, a clear piece of ground should be taken ; this should be trenched and well dunged, and every year the soil from around the stems should be removed to a depth of three inches, and fresh soil put round them, with a dressing of unslacked lime to get rid of the gooseberry caterpillar, There was no better plan to get rid of this insect than the application of a little lime to make him uncomfortable.

Mr. J. CLUTTON said that he lived during some portion of each year in the north of Scotland, and found the walnuts there comparatively worthless, owing, he believed, to the lateness of the climate. They had no flavour, and the shell did not become hard, but could be squeezed up in the fingers. In the south of France, on the contrary, the walnuts were excellent, and ripened very early.

Mr. C. G. GREY (Member) said that Mr. WEBB had not referred at all to pruning roots. His (Mr. GREY's) experience was not very great in matters of the kind ; but he had a piece of ground on which a pear-tree had stood for twenty-seven years. He was told on going to live there, that it had never borne any fruit, and he was advised to cut it down. However, he had it almost dug up by the roots, but as it did not fall, (being nailed to a wall), he had the trench filled up, and from that time it bore hundreds of pears every year.

Mr. F. F. Fox (Member) quite agreed with Dr. Hogg, that for purposes of profit, it was much better to grow only a few favourite sorts. If Dr. Hogg's book were consulted, there would not be much failure. That gentleman very

strongly recommended, for commercial purposes, the early pear; but he (Mr. Fox) as an amateur grower of upwards of eighty sorts, very much preferred the late pear, unless the market for the former happened to be exceptionally good. He found it very much easier to give them away than to sell them. By the aid of the very early and the later pears, desserts could be provided from the latter end of July to the middle of April.

As for sorts, he was inclined to recommend the Louise Bonne, of Jersey, and the well-known later pears, and he had found the Winter Nelis, the Bergamotte d'Esperen, and Beurré de Rance the best for keeping. Market gardeners, wanted the best-looking and most prolific sorts, and therefore paid less attention to the absolute quality.

Some allusion had been made to walnut-trees. He found that the walnut, like other trees, as it grew old became exhausted as a fruit-bearing tree. The old walnut-trees in his neighbourhood (Derbyshire) had never done well since the terrible frost of 1860, which cut off a great number of them.

An instance illustrating the profitable cultivation of gooseberries under fruit-trees had come under his notice. He had let an acre of land at 15 guineas per annum, and asked the tenant (an extensive market-gardener) how he could possibly afford to pay such a sum for it. The reply was, that it was the cheapest acre of land in his holding,—and this was no doubt the case.

Dr. HOGG said he was afraid that he had made himself misunderstood, when he spoke of the cultivation of very early fruits. He was alluding, at that time, to commercial fruit growing, which, he thought, was the subject under discussion, and had no idea of speaking upon fruit trees as a gardening subject. In recommending the cultivation of

early fruits, he meant early orchard fruits for commercial purposes; and it might be laid down as a rule that when fruit was grown for commercial purposes, either very early or very late sorts were the most profitable. In private gardens it did not matter about having a large quantity of very early pears or apples in the end of July and in August, because the season for peaches, nectarines, apricots, and the richest flavoured plums, which were so much more inviting, was then just commencing, and people did not care to eat apples and pears, unless as a matter of curiosity and variety, or in the way of change, to relieve the palate over satiated with the richness of those delicious fruits in season at that time. The observations he had made had reference wholly to fruits grown for commercial purposes.

Mr. A. O. SEDGWICK (Member) said, with reference to Mr. WEBB's remarks as to the employment of black currants in the manufacture of so-called port wine, or for dye, that he had heard from a member of an eminent firm of fruit preservers that a few years ago he had planted several acres of ground with fruit trees, principally black currants, and that nothing paid him better, the reason being that the miners in the north bought his black currant jam in large quantities, in preference to fresh butter.

THE PRESIDENT said he believed that Mr. RIVERS, of Sawbridgenorth, whose name in connection with pear-growing was familiar to everybody, was present in the room, and he trusted that he would favour the Meeting with some observations on the art of which he was such an acknowledged master.

Mr. T. FRANCIS RIVERS (Visitor) remarked that he could add very little to the discussion which had taken place. His

experience had been confined entirely to garden planting, to which, however, he had given great attention, and he had found that as much profit could be got off one acre by cordon planting as off twenty acres by the ordinary method. To make any certain and large profit from pears, the sorts selected should be late kinds (from October to March), and they would require a certain amount of art and protection, and should not be grown as standards or bushes, but as cordons. He had seen, in going through Belgium with his friend Dr. HOGG, many miles of cordons planted on wire trellises by the sides of the railways. Great profit could be made by growing the cordon pears on strained wire fences, such as were used for keeping out cattle. The plan he had devised, and experimented with to some extent, was to stretch a series of double wires between oak straining posts, and plant the cordon pears about two feet apart, or if trained, five or ten feet apart, according to the method of training, with a trench, passing along each side of the trellis (about a foot from the stems of the trees), which should be filled in every year with fresh manure; this plan would, he believed, give such results in pear growing as had never yet been seen, except in Jersey. The climate of Jersey was exceptionally favourable, but he did not see why, with cultivation, pears should not be grown in this country quite as good as any which that island produced.

The trellises which he proposed, might be put down four feet apart, and in case of any severe cold in the spring, some simple protection, such as straw matting, might be passed from one trellis to another, to preserve the pear bloom from frost. As a matter of fact, the trees hardly required artificial heat at all, provided that the heat radiated from the ground to the sky were retained by straw matting or canvas matting,

or in fact, any thing which was cheap, and could be easily applied or unrolled by a labourer.

The oak straining-posts might be made out of old ship timber, which could be bought at a very moderate cost, and the iron wire was not very expensive. The cost of cultivation and of manure were the only considerable items, but this would be more than repaid by such pears as the "Marie Louise," "Winter Nelis," "Passe Crassanne," "Josephine de Malines," "Easter Beurré," "Beurré de Rance," "Beurré Diel," "Doyenné du Comice," and "Marie Benoist," which were late keeping pears, and almost certain to command a market. These pears were of a kind which it would not be necessary to sell all at once, and which could therefore command their price.

He might mention that fifty trees which he planted in the spring of 1873, had produced over six large pears to a tree, worth 4*d.* each, and the result had been accomplished in two years on a space of ground not more than 375 feet linear, being a double row of single cordons planted 1 foot 6 inches apart, presenting a most remarkable contrast to the best that could be done with orchard planting, against which, however, he had nothing to say, for it must always be a great industry in this country, although fruit growing for profit required the assistance of art to supplement the effects of nature. With reference to the early prolific plum, two acres of land had produced about 800 bushels, the trees for the most part being planted as pyramids, six to twelve feet apart. These were sold at a good price, and the return was not bad from about two acres of land.

He need not say that the price which large pears fetched was always remunerative; they were worth at any time 2*d.* or 3*d.* each to the salesman. Early peaches, he thought, might also be grown on wire trellis as profitably as pears,

and without glass, as they simply required protection, while the fruit being open to the sun attained a high colour and flavour. This was not only the case with peaches, but with plums and pears also, so that the wire trellis did away with the necessity for a wall, and with a wall one side of the fruit only was exposed to the sun.

THE PRESIDENT said he supposed that Mr. RIVERS' observation with reference to peaches would apply only to the south of England.

Mr. RIVERS replied that he thought not further north than the Trent, and it would be found that the peaches and pears would bear quite as well and have a better flavour on a trellis than a wall, at a small comparative cost. The harder the ground was round peaches, the better. To grow peaches and pears for profit a trench in front of the trees should be refreshed every autumn, and filled in with fresh soil made solid. The rootlets of the trees taken away with the soil were only like the leaves—they had done their duty and were no longer of any service, and fresh ones would be produced. He would not advise anybody to plant fruit in valleys. It would be labour lost, and the slope of the hill or the top would produce better crops. He thought for fruit growing a calcareous soil, especially for plums and pears, was the best, for lime was as necessary for the kernel of fruit as it was for the shell of an egg.

Mr. WEBB begged to thank the Meeting for the vote of thanks which had been accorded him. Replying to observations made in the course of the discussion, he said that he had seen so much damage done by thinning out old apple-trees when they had, for fifty or sixty years, perhaps,

been accustomed to thick wood, that he dreaded interfering with them in that way. If thinning were done at all, it should, he thought, be done early.

He considered it an excellent plan to allow pigs to turn up the grass in the orchards. He was in the habit of moving the outer crust of grass round the young trees and found that it assisted them greatly. With respect to what Dr. Hogg had said as to replanting old orchards, whatever the objection might be to the replanting with the same kind of fruit tree, he did not see why a different kind should not thrive. He knew, for instance, of an orchard containing an old cherry-tree out of the crown of which was growing an oak and an ash, both of them quite large trees. This, in itself, showed that the orchard was a very old one; notwithstanding which it was now planted with cherries and apples and producing a very good return.

He quite agreed with much that had been said with reference to pears. All present were aware that a good pear did not last beyond a day. The subject of discussion, however, was fruit-growing for profit, and what was wanted were certain sorts to supply the table all the year round.

With respect to cherries, he found that the cost of picking during the year averaged about 3*s.* a sieve, viz., actual picking about 1*s.* 3*d.*, sale and carriage about 1*s.* 2*d.*, which with the cost of the sieves and the getting to market added, made up 3*s.* a sieve. He begged, in conclusion, to express his thanks to the Meeting for the kind reception given to his Paper.

THE PRESIDENT said that the discussion which had taken place had been one of a most interesting kind, as it referred to a subject of great and growing importance at the present time, seeing that the population of the manufacturing dis-

tricts could now afford some of the luxuries as well as the necessaries of life, by reason of the large wages they were capable of earning; and those gentlemen who were in a position to do so, could not turn their time, their land, and money to better account than by preparing large quantities of fruit to meet the increasing demands of the population. He himself lived north of the Trent, on the red marl, a soil very suitable for orchards, and where they were considered very profitable. He had recently let for a client of his, a considerable area of land, comprising orchards of great apparent productiveness; but he was only able to obtain a net rent of about £5 per acre for those orchards, and when he heard of the large rentals realized from lands appropriated to orchards in Kent, he must confess to a feeling of considerable surprise.

He had ventured to ask some questions respecting the growth of walnuts, for, besides the value of the fruit, the trees were a great ornament. He had an avenue of walnut-trees which had been planted about 100 years ago, and which was in a state of decay. Young trees had been planted in the vacant spaces, with a view to renewing the avenue, but without result, as they did not appear to make any vigorous growth, and seemed to afford confirmation of what had been said with reference to the necessity for a rotation of tree cropping.

He quite agreed with Mr. CLUTTON as to the injury done to young trees by the rubbing of sheep, even to thorn and holly-trees, the pores of the bark becoming stopped up by what appeared to be grease from the sheep.

With regard to the root pruning of trees he might mention that he had, some years ago, planted some pyramidal pear trees, which bore very little fruit. It became necessary, however, to replant some of them, when, to his surprise,

every tree which had been replanted increased its yield considerably.

He had found that several kinds of pears grown north of the Trent were very inferior in quality to the same kind grown in the Eastern counties. For purposes of profit he thought it was no doubt desirable that the sorts selected should be either the very early or the very late kinds, so as to avoid the necessity for selling when everybody else was doing so. He knew a gentleman in Nottinghamshire who, principally for amusement, grew a good deal of fruit, and he was always the very earliest and the very latest in the market, and generally found the latest fruits brought him the highest prices.

The reason that black currants were not so extensively cultivated in the north as in the south might possibly be that they were better judges of port wine there than to be imposed on. Black currants, however, were not the only ingredients used for the purpose of imitating port wine, for he had occasion to apply to Irish nurserymen for some blackthorn which he required for planting coverts, and received replies to the effect that there was no blackthorn to spare, as *the berries were used in the production of port wine.*

Peach culture had engaged his attention to some extent, and his success had been sufficient to justify him in briefly stating the results of his experience. He did not believe that peaches prospered north of the Trent, on an average of years, on open walls; but he had found that by putting the trees under glass, without heat of any kind, they grew as easily as gooseberries. He kept the ground as firm as possible and manured the surface, and had never had a failure. Those who had a fancy for growing peaches could do so if they would only put up a

simple house covered with glass, and would find the amusement very profitable.

He was sure that he was only expressing the feeling of the Members in saying that they were deeply indebted to the gentleman who had read the Paper, and to those visitors who had been so good as to take part in the discussion.

The Meeting then adjourned.

is called "the servient tenement," and the tenement in respect of which the servient tenement is so restricted is called "the dominant tenement." The right of the dominant tenement over the servient tenement is called a "servitude."

The right to light is a negative easement, and any interruption or disturbance of that right is a nuisance. The circumstances under which this right or easement can be acquired, its extent, and the obligations which it imposes upon surrounding owners in their dealings with their own property form the subjects of the Paper I have the honour of reading to you.

In the early history of a nation, when the country, and even towns, were but sparsely inhabited, and there was no need that buildings should be placed in close proximity, questions with respect to light were but little likely to arise; but as houses and buildings increased—built at different times, at different heights, and in different styles, according to the exigencies of their sites or the caprice of their owners—it is evident that it became necessary both to adopt some principles by which the proper enjoyment of light and air—the common property of all—might be regulated and secured, and also to devise remedies for preventing encroachments, by the erection of subsequent buildings, upon this right of enjoyment. The application of these principles, as may be supposed, was at first comparatively easy, and the questions which arose few and simple; and, accordingly, the number of cases to be found in our law reports, from the earliest times to the commencement of the reign of William the Fourth, are but few in number. Within the last few years, however, the difficulty of applying principles which were sufficient for the decision of the simple points formerly to be met with has very considerably increased, so that our books are now filled with cases on this branch of the law.

The vast and rapid growth of this enormous town and the continuous development of our commercial transactions, have given to land, in certain favoured positions, a value for building purposes which had any one of you, thirty years ago, given as an estimate of the improved value it would reach at the present day, he would have been looked upon as a fit subject for a lunatic asylum ; yet many of my listeners must be perfectly familiar with instances in which prices have been given for building land far exceeding what the most sanguine speculator of those days could, in his wildest moments, have thought it possible any land could reach. In the natural anxiety to make the most of what costs so much, the owners of building plots now erect buildings of a height to which, till lately, we have, in England, been wholly unaccustomed, although such heights are not unusual in other countries ; and it has, therefore, become most important that the members of this Institution, whose advice is so often sought in estimating the value of land, should have clear notions as to the necessary precautions to be taken, in erecting any new building, that no interference takes place with the existing rights to light enjoyed by the neighbouring buildings. It is manifest that the existence of these latter rights may materially affect the nature of the building to be erected, and so diminish the value of the land for building purposes.

First, then, how is a right to light acquired, and in what does it consist ?

The right to the uninterrupted access to light can be obtained in three ways : (1) by express grant or contract ; (2) by implied grant ; (3) by occupancy or enjoyment for a given period. The case of express grant, by which I mean reference to specific windows or openings, and not the mere use of the word "lights" which usually occurs in that part of a grant known as general words, need not occupy our atten-

tion. Having regard to the absolute dominion of a landowner, no one would, I presume, think of building a house on land surrounded by property over which he had no control, without first obtaining a guarantee that his neighbours would not so use such property as to render his building useless by blocking out the light from his windows when erected; and this guarantee would be secured by obtaining a grant of the right to the free access of light to his windows over the surrounding land, or by a covenant by the surrounding owners not to build upon their lands, except in such a way as not to interfere with the access of light to his windows. An express grant is the most efficacious method of acquiring this right under such circumstances, and the nature and extent of the right will, of course, depend upon the words of the grant. The second way in which the right to a free access of light can be obtained, is by an implied grant. In one of the earliest cases in which a right to light was discussed in a Court of law (in the thirtieth year of the reign of Queen Elizabeth) it had been held that the right to light could only be obtained by prescription, that is by alleging that the right had been enjoyed with the house from time immemorial, and if it could be shown that the enjoyment had commenced within the period of legal memory,—that is at any period since the first year of the reign of Richard the First, which would of course be the case if the house had been built since that date,—the owner of the house failed to establish his right, and the windows of any house built since that remote period might be darkened with impunity; I say with impunity, so far as proceedings at law are concerned, for I think equity would have found some remedy for so manifest an injustice, had many such cases presented themselves. No trace, however, of an application to the Court of Chancery, with respect to obstructions to light can be detected till a

much later period, the reason, no doubt, being that there was little or no inducement to build in such a way as to prejudice a man's neighbours. The manifest inconvenience of basing the right of light upon prescription was so obvious (since few houses could lay claim to so great antiquity as, upon this principle, would alone enable their owners to prescribe for ancient lights), that the Courts soon introduced the convenient fiction of presuming that in all cases in which the owner of a house could show an uninterrupted enjoyment of light through any windows or openings, for a period of upwards of twenty years, a grant had been made by the surrounding owners of a right to the free and undisturbed access of light over their respective lands to such windows or openings. The property to which this grant was supposed to have been made, would, as I have already mentioned, be called the dominant tenement; the property over which it was granted, the servient tenement; and the right granted, the servitude.

An easement, from its very nature, being an adverse right acquired by the owner of the dominant over the owner of the servient tenement, it follows that, if a man built a house on his own land, as he could acquire no rights against himself so long as the house and adjoining land remained in his possession, no easement of light could be acquired over such surrounded land during that period; and, if he parted with the surrounding land, it would seem that, inasmuch as enjoyment of the easement for twenty years was necessary in order that a grant might be implied (I am speaking now of the period before the Prescription Act), the house would have no right to light which might not be invaded at any time during the twenty years following the sale of the adjoining land. The law, however, does not allow a man to derogate from his own grant, so that when the owner of a plot of ground grants that ground for the purpose of

building a house according to any plan, he thereby impliedly grants a free access of light to all the windows of the house when built, so that he cannot place any building upon any part of the remainder of his own property which will have the effect of interfering with such free access of light, and any one who acquires any part of the surrounding land from this grantor is subject to the same restrictions, and in the case of a house built by the owner of adjoining land who afterwards sells the house and land to different persons, a right of light is gained over the land, that is, the house is made the dominant and the land the servient tenement under what is called the disposition of the owner of the two tenements. This method of acquiring a right to light is thus described by Lord Justice MELLISH in the case of *Kelk v. Pearson*:—"The right to light and air, at the present time, by no means depends exclusively upon the statute. A right to light and air may be gained, and in many instances is gained, by implied grants from persons who were the owners of houses upon land adjoining. Before a house had been erected twenty years, or even if it had been erected twenty years, no right could be gained so long as the land on which any obstruction could be placed was the property of the same owner, but it is perfectly settled that if the owner of a house sell land on which an obstruction might be erected, or sell the house and reserve to himself the land on which the obstruction may be erected, the right to light and air is gained by implied grant from what is called the disposition of the owner of the two tenements."

It would seem, however, that if the owner of a house sell a piece of land adjoining, without expressly imposing the restriction that the purchaser shall not erect a building which would block up the windows of his, the vendor's, house, the vendor would be without remedy, should the

purchaser of the land choose to do so. This proposition is the legitimate conclusion from a decision of Lord WESTBURY'S with reference, it is true, to an easement of a different character, but still an easement, the right to which is governed by the same principles as the acquisition of a right to light. The circumstances of the case were these. The owner of a wharf and docks had, for many years, allowed the bowsprits of vessels lying in the docks to project over the wharf. He then sold the wharf without any reservation of the right for vessels in the docks to have their bowsprits lying over the wharf, nevertheless vessels did for some time continue to enjoy that privilege. Within twenty years of the sale of the wharf, the owner commenced to build warehouses, which when finished would give no room for the bowsprits of vessels to project, and, by this means, the use of the dock would be confined to smaller vessels. Lord ROMILLY restrained the building, but Lord WESTBURY held that the owner of the wharf was entitled to build as he pleased, on the ground that if the owner of two tenements grant one of them to a purchaser, and the grant be unlimited in terms and without express reservation, there is no implied reservation or re-grant in favour of the tenements retained, of a quasi-easement, which at the time of the grant was enjoyed with the tenement retained, though such quasi-easement was continuous or apparent. This decision, as I have before observed, was not on a question of lights, but the very question came before the Vice-Chancellor KINDERSLEY, in the case of the CURRIERS' COMPANY *v.* CORBET, and His Honour observed: "It has been determined that if a person having a house on his land, the windows of which have existed for more than twenty years, sell a portion of the land, the purchaser may erect any building he pleases upon the land so sold to him, however much they interfere with the lights of the vendor's house.

This seems clearly to be the law, though it must be admitted that this law, if carried to an extreme, would, in some cases, produce great and startling injustice."

LORD WESTBURY, however, remarked that his judgment had reference throughout to cases where, as in the one before him, the easement claimed had no legal existence anterior to the unity of possession, but is claimed by the implied grant or reservation upon the disposition of one of two adjoining tenements by the owner of both. It follows, therefore, that if the owner of land build a house upon part of it, and then sell the remainder, the purchaser may, in the absence of any special reservation or agreement on behalf of the vendor, build upon the land he has bought in any manner he pleases, even though the effect be to block up his vendor's windows, at any time within twenty years from the date of his purchase; but if the owner of a house which has acquired the right to a free access of light over the surrounding land, become possessed of that surrounding land, the easement or right to light is only suspended during the unity of possession, since no man can have an easement over his own land, but if he sell the land, the right to light for the house revives, and the purchaser, in this case, will have no right to obstruct or interfere with the access of light to his vendor's window. The remarks of Lord Justice MELLISH, which I have already quoted, confirm this principle.

These questions were indeed shadowed forth, if not actually decided, in the earliest case on the subject of lights to be found in our law books—namely, the case of *PALMER v. FLETCHER*, in the reign of Elizabeth. There, A built a house and let it to B, and some surrounding land to C. C obstructed B's windows, who thereupon brought an action against C, and three points were determined:—

(1) A man builds a house on his own lands and after-

wards sells the house to one, and the land adjoining to another, who obstructed the lights. It was held that, although it be a new messuage, yet a person who claims the land by purchase from the builder cannot obstruct the lights any more than the builder himself could, who could not derogate from his own grant, for the lights are a necessary and essential part of the house.

(2) Had the land been sold first and the house afterwards, the vendor might stop the lights.

(3) A stranger, having lands adjoining to a messuage newly erected, may stop the lights thereof, for the building of any man on his own lands cannot hinder his neighbour doing what he will with his lands; otherwise, if the messuage had been ancient, so that he has gained a right in the lights by prescription.

A long line of cases has confirmed the principles thus early laid down, and the result may be well summed up in the words of an eminent judge: "The sale of a house as it stands gives a right to the lights coming in at the windows without necessity for twenty years possession of the easement." It was lately, however, attempted, in a case of *LEECH v. SCHWEDER*, to strain this principle so as to prevent the improving of any property held under the same lessor where such improvement would, in the slightest degree, diminish the supply of light to premises previously granted by the lessor. The judgment, however, of the Lords Justices in the case of *LEECH v. SCHWEDER*, overruling the decision of the present Master of the Rolls, has placed this point on a satisfactory basis. The facts of the case were these:—

LEECH and his partner occupied a warehouse recently built on land let by the *SKINNERS'* Company to one *HAYNES*. The lease to *HAYNES* contained the usual general words, "All lights, easements, advantages, &c." *HAYNES*, after-

wards, with the consent of the SKINNERS' Company, let to LEECH. SCHWEDER, some time after the lease to LEECH, obtained an agreement for a lease from the SKINNERS' Company of some land adjoining LEECH's premises, and commenced buildings higher than the original buildings, and, as alleged by LEECH, so as to darken his lights. It was proved that there was no obstruction which, in the case of ancient lights, could have justified an injunction, or for which damages could have been recovered at law, but the Master of the Rolls decided that under the grant of "all lights," LEECH was entitled to restrain any disturbance to, or interference with, the access of light to the windows by the SKINNERS' Company or their lessees.

This decision gave a greater right to light as against a grantor, than could be obtained as an easement against a stranger, and, had it continued to be law, would have produced much confusion and difficulty in ordinary building transactions, for as the great building operations are generally carried out on land of the same lessor, and houses are sold or let as they are finished, the holder of any one house when he had got his lease—such lease being in the ordinary form, and containing no special provisions—might restrain the erection of the adjacent houses, if they in the least degree interfered with the light to any of his windows. Fortunately, the Lord Justices took a different view of the law, and decided that a lessee gains no greater right of light by his lessor's grant than he would as against a stranger by twenty years' enjoyment, but that he gains the same right without the necessity of twenty years' possession of the easement. So much with respect to the acquisition of the right to light under an implied grant.

The remaining way in which a right to light can be acquired is by occupancy, and is now regulated by an Act

of Parliament passed in the third year of William the Fourth, and known as the Prescription Act.

The difference between the acquisition of the right under the Act and under an implied grant is this: Twenty years' possession is, in each case, necessary, but, under the Act the possession itself creates the right, while, before the Act, the possession was only evidence from which it might be presumed that the right had been granted. The third and fourth sections of the Prescription Act are as follows:—

(3) “When the access and use of light to and for any dwelling-house, workshop, or other building shall have been actually employed therewith for the full period of twenty years without interruption, the right thereto shall be deemed absolute and indefeasible, any local usage or custom to the contrary notwithstanding, unless it shall appear that the same was enjoyed by some consent or agreement expressed, made, or given for that purpose by deed or writing.

(4) “Each of the respective periods of years hereinbefore mentioned shall be deemed and taken to be the period next before some suit or action, wherein the claim or matter to which such period may relate shall have been or shall be brought into question, and no Act or other matter shall be deemed to be an interruption within the meaning of the statute, unless the same shall have been or shall be submitted to or acquiesced in for one year after the party interrupted shall have had or shall have notice thereof and of the person making and authorizing the same to be made.”

It will be observed that the right of light which can be acquired under these sections is “to and for any dwelling-house, workshop, or other building”; if, therefore, a claim be made for the access of light over the neighbouring lands for any other purpose, the claim must be supported as an easement independently of these sections. For instance, suppose I build

a wall on the edge of my neighbour's land and plant fruit trees against it; when I have had more than twenty years uninterrupted enjoyment of sunlight to this wall for ripening my fruit, I should thereby have acquired an easement to have such sunlight, but not under the statute—I should have to fall back upon a grant or license presumed from 20 years enjoyment. The Act also gets rid of all the questions which arose from considering the right to have arisen from an implied grant—it is now matter “*juris-positivi*,” and does not require, and therefore ought not to be rested on any presumption of grant or fiction of a license having been obtained from the adjoining owner.

These sections require that the enjoyment must be for the full period of twenty years without interruption, unless such enjoyment was had by consent or agreement in writing; that the twenty years are to be counted from the commencement of an action in which the right shall be brought in question; and that nothing is to be considered an interruption unless it has been acquiesced in for one year. A curious result, and one probably not intended by the Legislature, follows from the wording of the Act. If I enjoy light through a new window for nineteen years and a day, and on the next day my neighbour blocks up my window, I have no remedy, because I have no right to the light until the full period of twenty years has elapsed; but if, on the very day on which the twenty years are completed, I commence an action against my neighbour for his obstruction, although, when he obstructed, he had a perfect right to do so, I shall now succeed, for I can allege a twenty years' possession of the right without interruption, for the interruption has only been acquiesced in for 363 days, and by the fourth section is to be taken as no interruption at all. Hence, by taking proper precautions, a right to light can be

acquired under the Prescription Act in nineteen years and a day, and it has been so decided by the House of Lords.

Having seen how the right to light may be acquired, let us now consider what the right is, thus acquired.

In consequence of the fiction of an implied grant, the law has fluctuated very considerably upon this point. Before the "Prescription Act" it was thought that, inasmuch as this easement restricted the adjoining owner in the free use of his property it was not to be presumed that he imposed upon himself a greater restriction than was necessary, so that if, at the date of the supposed grant, the building was used for a certain purpose, the access of no more light than was necessary for that purpose was granted, and consequently as long as the adjoining owner left sufficient light for that purpose he might build as he chose, although, by so doing, he might render the supply of light wholly inadequate for a different purpose to which the building had either since the original grant been devoted or might hereafter be applied.

A few instances will make this principle clear. Thus, it was held in *Martin v. Goble* that where a building which had been used as a malthouse had been converted into a parish workhouse, the adjoining owner was entitled to diminish the access of light to the windows of the workhouse. The learned judge who tried the case thus puts it to the jury. "It was not enough that the windows were to a certain degree darkened by this wall which the defendant had erected on his own ground. The house was entitled to the degree of light necessary for a malthouse, not for a dwelling-house. The converting it from the one to the other could not affect the rights of the owners of the adjoining ground. No man could, by any act of his, suddenly impose a new restriction upon his neighbour. This house had for twenty years enjoyed light suffi-

cient for a malthouse, and, up to this extent and no further, the plaintiffs could still require that light should be admitted to it. The question, therefore, was whether, if it still remained in the condition of a malthouse, a proper degree of light for the purpose of making malt was now prevented from entering it by reason of the wall which the defendant had erected."

In another case, *GARRETT v. SHARPE*, a barn with apertures by which sufficient light entered for the use of the barn, had been converted into a malthouse, and windows cut where the apertures had been. The adjoining owner erected a fence in front of the windows, and, at the trial of an action for this obstruction, he tendered evidence to show that the alteration in the mode by which light was admitted to the building was injurious to him—in point of fact, tending to show that he suffered a greater servitude; the judge refused to receive such evidence, but his ruling was over-ruled, and a new trial was granted upon the ground that the evidence ought to have been placed before the jury.

These decisions were universally followed down to the year 1866, when Lord CRANWORTH held that the right conferred or recognised by the Prescription Act is an absolute indefeasible right to the enjoyment of the light, without reference to the purpose for which it has been used. And he further stated the law to be, that, when once the right was acquired, it was acquired for whatever purpose it might be desired to employ it. So conservative, however, are our judges, and so tenacious, for the most part, of any decision which has been unquestioned and held binding for many years, that, notwithstanding this statement of the law, the principle that only the ordinary amount of light can be claimed was still adhered to, for in a case of *LANFRANCHI v. MACKENZIE*, where silk merchants attempted to prevent the erection of buildings which it was admitted rendered a room

they used as a sample-room useless for that purpose, they having so used it for fourteen years only, it was decided that the enjoyment under the statute was only an enjoyment for ordinary purposes. It was said: "If a man has the use of a window for ordinary purposes he is entitled to have it for all the purposes for which he has enjoyed it; but it does not follow, that because he has used it for a particular purpose for less than twenty years, that he therefore can establish his right to such particular user for that period." And the learned judge who decided the case I am now referring to, said: "Therefore the restriction is a restriction upon his right. As I understand the law, and as I intend to act on it, it is this:—That unless you can show there has been that open, uninterrupted enjoyment of the light *in the manner in which it is at present enjoyed* for twenty years, there is no right whatever to interfere with the proceedings of the neighbour."

It had been previously held, in *JACKSON v. Duke of NEWCASTLE*, that if sufficient light be left for the use to which the premises are actually put at the time when an obstruction is complained of, the fact that for some other purposes or at some other period the light abstracted would be or may become essential is no ground for an injunction. Lord WESTBURY refused to interfere in this case, with some reluctance, and he invited counsel to furnish him with some authority which would authorize him to look into the possible future use of the premises. This case was decided before Lord CRANWORTH laid it down as law, that the Prescription Act gave an *absolute* (observe that word!), indefeasible right to the light through windows which had enjoyed it for the full period of twenty years, and later, in the case of *JONES v. TAPLING*, Lord WESTBURY adopted that view. Notwithstanding these decisions of Lord CRANWORTH and the House of Lords, this view of the Act

has not found favour with the Court of Appeal, in Chancery, since Lord Justice JAMES in the case of *KELK v. PEARSON* held this language: "On the part of the plaintiff it was argued before us that this was an absolute right—that now under the statute, 2 & 3 William IV., c. 71, he had an absolute and undefeasible right by way of property to the whole amount of light and air which came through the windows into his house, and that he could maintain an action at law or a suit in equity upon that absolute legal right, and the only question as to the effect or extent of his right would be with regard to the direction of this Court in considering whether it was a case for damages or to be interfered with by way of injunction.

"Now I am of opinion that the statute has in no degree whatever altered the pre-existing law as to the nature and extent of this right. The nature and extent of the right before that statute was, to have that amount of light through the windows of a house which was sufficient, according to the ordinary notions of mankind for the comfortable use and enjoyment of that house, or for the benefit, use, and occupation of the house, if it were a warehouse, a shop, or other place of business. That was the extent of the easement, a right to prevent your neighbour from building upon his land, so as to obstruct the access of sufficient light and air, to such an extent as to render the house substantially less comfortable and enjoyable." Lord Justice MELLISH concurred in this view of the right given by the statute, and the subject coming again before the same Judges sitting with the Chancellor (Lord SELBORNE), in the case of the *CITY OF LONDON BREWERY COMPANY v. TENNANT*, they reiterated the view taken by them in *KELK v. PEARSON*, and Lord SELBORNE expressed his concurrence in that view in these words, "First of all, I wish to express my complete adherence to the view of the law taken in the

“ case of *KELK v. PEARSON*, correcting some impressions which
 “ might have arisen from the language used in former cases
 “ by some learned judges. In that case it was laid down that
 “ the Act of Parliament—under which twenty years’ enjoy-
 “ ment gives a title to light—has not altered the nature of
 “ the right or the principle on which it is to be determined
 “ whether the right has been infringed, but that it has merely
 “ substituted a statutory title for the fiction of a presumed
 “ grant; with that doctrine I entirely agree.”

Authority, however, on the point is not closed, and the last decision on the subject has set the extent of the right to the access of light again floating upon a sea of uncertainty. Seven months after the *CITY OF LONDON BREWERY COMPANY* and *TENNANT* had been decided, the point came before the present Master of the Rolls, whose clear grasp of principles, and lucid exposition of the points of law which come before him, has rarely been equalled, and never surpassed, by even the ablest of our Judges. In the case of *AYNSLEY v. GLOVER*, he had to consider whether he was at liberty, in determining as to the right to an injunction, the present or the possible future use of the premises in respect of which the obstruction was complained of. The view of the law taken by Sir *GEORGE JESSEL* is expressed so clearly upon this point that I shall not apologize for reading to you, verbatim, the passages from his judgment that bear upon it. It appears that the room to which the access of light was obstructed was used by the landlord of the premises—an inn—as a smoking-room, and the Master of the Rolls says, “ I have no distinct evidence before me as to the use to which
 “ the room marked ‘ Smoke Room ’ on the plan has been put.
 “ It is said, however, that it is used as a smoking-room,
 “ and that if it be so used, the injury to the light, great and
 “ material though it be, will not be such as to interfere with
 “ the comfort of those who use the room as a smoking-

“ room. That may or may not be the case. As I said
 “ before, there is no distinct evidence upon the subject; but,
 “ even if there were, I do not think it would make any dif-
 “ ference. Here again we have a conflict of decision. There
 “ is no doubt that, in the case of *JACKSON v. Duke of NEW-*
 “ *CASTLE*, Lord *WESTBURY* decided upon an interlocutory ap-
 “ plication that if you did not interfere with the use of the
 “ room for the purpose for which it was then being used (that
 “ is, did not interfere materially) no injunction ought to be
 “ granted by this Court, and that the Court could not look
 “ at any future use to which the room might be applied. If
 “ *JACKSON v. Duke of NEWCASTLE* were law, and if it were
 “ proved satisfactorily in this case that this room was used
 “ as a smoking-room, and that the comfort of those using it
 “ would not be materially interfered with, then I should not
 “ be able to grant an injunction. But I must express my
 “ decided opinion that *JACKSON v. Duke of NEWCASTLE* is not
 “ law. Of course, I should have no right to say so if there
 “ had been no other decision of a Court of equal jurisdiction,
 “ but there is such decision. The decision of Lord *CRANWORTH*
 “ in *YATES v. JACK*, which is subsequent in point of date, is
 “ entirely in conflict with the decision of Lord *WESTBURY* in
 “ *JACKSON v. Duke of NEWCASTLE*. Lord *CRANWORTH* says
 “ thus: ‘The right conferred or recognised by the statute
 “ ‘2 & 3 Will. IV., c. 71, is an absolute indefeasible right
 “ ‘to the enjoyment of the light without reference to the
 “ ‘purpose for which it has been used. Therefore, even if
 “ ‘the evidence satisfied me, which it does not, that for
 “ ‘the purpose of their present business a strong light is not
 “ ‘necessary, and the plaintiffs will still have sufficient light
 “ ‘remaining, I should not think the defendant had estab-
 “ ‘lished his defence, unless he had shown that for whatever
 “ ‘purpose the plaintiff might wish to employ the light, there
 “ ‘would be no material interference with it.’ ”

“That, I think, is a correct statement of the law. and, indeed, if I thought otherwise, I should be bound to follow it, as being the later decision of a Lord CHANCELLOR, I may mention, although it is not conclusive, that Lord HATHERLEY, when Vice Chancellor, had occasion to consider the decisions both of JACKSON *v.* Duke of NEWCASTLE, and of YATES *v.* JACK, and he not only adhered (as of course being VICE CHANCELLOR, he was bound to adhere), but he expressed an opinion in favour of the view taken by Lord CRANWORTH in YATES *v.* JACK. If that authority need to be strengthened, in order to be binding upon me (which it does not), I might refer to the view expressed by Vice Chancellor WOOD. I may mention that the very point of JACKSON *v.* Duke of NEWCASTLE is actually considered in COKE’s Reports in LUTTRELL’s case; therefore, I think it must be settled, or considered settled, at all events, in a case where the reversioner is a party, that the mere change of use of a room, will not deprive the party complaining of his right to the ‘access of light;’ and conversely, that in considering the injury to the light, the Court is bound to consider that the room may be used for some other purpose than that for which it is used at the moment when the injunction is applied for.”

It is very much to be regretted that the cases of KELK *v.* PEARSON and CITY OF LONDON BREWERY COMPANY *v.* TENNANT, which I have already brought to your notice were not mentioned to the Master of the Rolls. The passage I have last read is, you will observe, in direct contradiction with the decisions of the Court of Appeal, that the right to light, since the Prescription Act is at all different to what it was before. The cases before the Act, which I have already mentioned, most certainly establish as law that sufficient light for the original use of the premises was all that could be claimed. In this conflict of opinion it is impossible to say

what will be the result when the point is next submitted to judicial decision, but the views of Lord WESTBURY, Lord CHELMSFORD, Lord CRANWORTH, Lord HATHERLEY, and the present Master of the Rolls, seem to me most in accordance with the words of the statute and with convenience. The owner of the land adjoining a house, who allows the proprietor of that house to acquire the right of insisting upon the free access of light to his windows without coming to any arrangement as to the extent of that right, has no just ground of complaint that he is not afterwards allowed to restrict the use to which that house may be put. For nineteen years after it is built, he has it in his power, at any time, to prevent the right being acquired at all, or to restrict the extent of the right by forcing his neighbour to come to terms; but if he allow the right to be gained, I am at a loss to find any good reasons for permitting him afterwards to prevent the exercise of the right so acquired in the fullest manner. It must be, however, admitted that the extent of the right to light acquired under the Prescription Act, by which Act all rights to the access of light to buildings are now acquired, is, to some extent, still unsettled. It is still uncertain whether, on the one hand, it is an absolute right to all the light which can enter through the windows necessary for any purpose whatever, or, on the other, to only so much light as is necessary for any purpose for which the premises were originally used or intended, or for which they are actually used when an obstruction takes place.

For a short period it was thought that houses in towns were not entitled to as much light as houses in the country, and further, that a right to lateral light was not as extensive as the right to direct light, but both these distinctions have since been repudiated by the very judge who introduced them, so that the right is now of the same nature and extent

in all places, and it obtains in defiance of a custom which, before the Prescription Act, existed in London, that a man might build to any height in those cities on his old foundations although he thereby obstructed his neighbours' ancient lights. The case of *TRUSCOTT v. the MERCHANT TAYLORS' COMPANY* decided that by the Prescription Act such custom was abolished.

Having seen how the right to the access of light is gained, and, when gained, what is its extent, I propose next to consider how it may be abandoned or lost.

It is manifest that blocking up a window for a period of twenty years, although without any intention of abandoning the right, will have that effect, since the owner of the window could not show enjoyment for the full period of twenty years as required by the statute. Such a case, however, may more properly be called the destruction, rather than the abandonment, of the right, since a much less period will suffice if the acts of the party tend to prove such abandonment; and I am inclined to think that such a question would be decided upon the acts of the party, without reference to the length of the time during which the abandonment has continued. The best statement of the law on this point is contained in a charge by Mr. Baron MARTIN, and afterwards approved of by the Court of Queen's Bench.

It was in an action for obstruction to windows which, being originally ancient lights, had been blocked up for a period of nineteen years, when they were reopened to try the right. Mr. Baron MARTIN told the jury that the right might be lost by an abandonment, and that closing the windows, with the intention of never opening them again, would be an abandonment destroying the right, but closing them for a mere temporary purpose would not be so. He also stated that, though the person entitled to the right might not really have abandoned his right, yet, if he mani-

fested such an appearance of having abandoned it as to induce the owner of the adjoining land to alter his position in the reasonable belief that the light was abandoned, there would be a preclusion as against him from ever claiming the right.

You will perceive from this statement of the law, which I believe to be accurate, that as soon as an act is done by the owner of the dominant tenement from which the owner of the servient tenement may conclusively infer that the right to light through any windows is abandoned, the easement with respect to such windows is gone.

I need not touch upon an actual release of the right by deed or writing. Another mode in which it was till lately considered that the right to light was lost, was through any alteration whatever being made in the windows the free access of light to which was claimed.

Before I touch upon the very singular variation of opinion which obtained among our judges on this branch of my subject, I would call your attention to two points: first, that our law gives no remedy for mere obstruction of view alone, however detrimental to the value of a property, unless that obstruction diminishes the access of light to an ancient window; secondly, that our law gives no right of action for the invasion of privacy. My neighbour may open as many windows or other openings as he pleases, overlooking my premises, and I can get no redress from the law: my only method of preventing this nuisance is by blocking out his view in some legal manner. Had this rule, and also the principle of the absolute dominion of an owner over his property (which I mentioned at the commencement of this Paper), been kept clearly in view, we should not, I think, find such very contradictory decisions in our books upon the effect which an alteration in ancient lights produces on the right to light.

The theory, too, of an implied grant, induced the judges for a series of years to hold that, if the dominant tenement attempted to gain more than could be presumed to have been granted, such attempt resulted in freeing the servient tenement altogether from the servitude; and yet Lord HARDWICKE had intimated his opinion that lengthening ancient windows or making more lights in an old wall did not vary the right, although it is true he declined to state authoritatively that such was the law; and a judge of the Court of Queen's Bench, more than fifty years ago, in a case of *CHANDLER v. THOMPSON*, stated as his opinion that if an ancient light were enlarged, although the enlargement might be lawfully obstructed, yet the owner was entitled to the free admission of light through the remainder of the windows—that is, through the ancient openings—without reference to what he might derive from other sources. A change, however, came over the judicial mind, and it was soon afterwards laid down in the same court that, “if it were once admitted that a new window, varying in size, elevation, or position, might be substituted for an old one without the consent of the owner of the adjoining land, it would be necessary to submit to juries questions of degree, often of a very uncertain nature, and upon very unsatisfactory evidence. And, in the same case, a party who had acquiesced in the existence of a window of a given size, elevation, or position, because it was felt to be no annoyance to him, might be thereby concluded as to some other window to which he had the greatest objection, and to which he would never have assented if it had come in question in the first instance.

The older and sounder doctrine was not, however, even at this time, quite abandoned, for, in the same year in which the remarks I have just quoted fell from the lips of Mr. Justice PATTESON, Mr. Baron ALDERSON made these

pertinent observations in a similar case: "How does the plaintiff, by claiming more than he lawfully may, destroy his title to that which he lawfully may claim? It has been held, in the case of lights, that where a party enlarges an ancient window, the owner of the adjoining land cannot obstruct any part of the light which ought to pass through the space occupied by the ancient window. If the act of the defendant be injurious to the plaintiff's original right, it is not the less so because it is injurious also to a further right which the plaintiff claims."

The Court of Queen's Bench however, soon after asserted, in *RENSHAW v. BEAN*, that if ancient windows were enlarged or altered, so that the new part could not be obstructed without at the same time obstructing the old, the owner of the dominant tenement has, by his own act, deprived himself of the right of complaining of any obstruction; at the same time, the Court held that if the windows were restored to their ancient form, the right of the owner to complain of the obstruction revived, and he could bring an action for the obstruction, and possibly obtain an injunction for its removal. The inconvenience of this state of things was so apparent, that it is not to be wondered at that this view of the law was not accepted as final, and the next case was a step backwards to the old doctrine, for Lord ROMILLY, in *COOPER v. HUBBACK*, held that the materiality of the encroachment (as any alteration was then considered to be), was to be taken into account. In this case, an upper storey had been added to a house, and the opposite neighbour claimed a right to build, so as to prevent the windows of the new storey acquiring a right to light, although, by so doing, he darkened the ancient lights, and Lord ROMILLY stated that if the plaintiff would submit to an order requiring him to restore his house to its old state, he would grant an injunction preventing any obscuration of his ancient

lights. The Exchequer Chamber, however, in the case of *HUTCHINSON v. COPESTAKE*, after the decision in *COOPER v. HUBBACK*, which was brought to their notice, declined to consider materiality as an element. Mr. Justice CROMPTON said—"I wholly dissent from such a doctrine, I think " the right to restrict the owner of the adjoining land from " building on his own land gained by user or grant must " be confined to the subject-matter of such user or grant." By which the learned judge meant that the number, size, and position of the windows must remain unaltered, and the use to which the premises were originally put, unchanged. He proceeded, "I do not think that the owner " of the old lights can say, 'This new window I now put out " ' will occasion you no harm, as you could not build so as to " ' affect any of my lights before, and this new one will not " ' abridge your power of building. The new light is not one " ' of the windows to which the original assent was given, and " ' it may be that the owner of the servient tenement would " ' not have chosen to acquiesce if the window had been in " ' the situation of the new window.'

"Suppose that a party has a back wall of his house with " no windows, or very few windows opposite to the front of his " neighbour's house, the neighbour may very likely not object " to a single window, which may not annoy him, by being " opposite to particular parts of his own house. He may be " good-natured enough not to object to two such windows, and " may allow a right to be gained to them; whereas an intermediate window might have made all the difference, and " might have prevented him from at all acquiescing in any " rights. On the other doctrine, an acquiescence in one unimportant light, which gave no annoyance, might be made to " operate so as to give a right to lights which might be a " great annoyance and interference with the privacy of the " servient tenement, in which the owner of the servient tene-

“ment never would have acquiesced. Can it be the law,
 “that a man who has one window in the back of his house
 “can say to his neighbour, my one window is so situate as
 “that any increase in your house would interfere with some
 “rays of light falling upon it, and therefore I have a right
 “to fill the back of my house with windows which you must
 “not interfere with?”

The point came again for judicial decision before the Court of Common Pleas, in the famous case of *JONES v. TAPLING*, which, after proceeding to the Exchequer Chamber, went thence to the House of Lords, where it finally settled the law upon this vexed subject. The facts in *JONES v. TAPLING* were these: The owner of a house (107, Wood Street, Cheapside) altered his windows on the first and second floors by lowering them, and also built two additional storeys in which were windows. An adjoining owner, in order to block up the new windows, erected a high wall and substantial buildings for that purpose. It was admitted that he could not block up the new lights more conveniently, nor without also blocking up the portions of the windows on the first and second floors which occupied the site of the old windows, and one ancient light on the second floor which had been left unaltered. The owner of 107, in accordance with the law as laid down in *RENSHAW v. BÉAN*, restored his ancient windows on the first and second floors to their original state, and blocked up his new windows on the third and fourth floors, and then required his neighbour to remove the obstruction raised by him, which he refusing to do, an action was commenced in the Court of Common Pleas.

In considering the case, the judges of that Court were unanimously of opinion that the defendant was entitled to build so as to block up the new windows. Two of the judges, however, thought that as, when he finished his buildings, he had the right to obstruct, such obstruction could lawfully re-

main although the new windows were removed and things restored to their original state; while the other two judges held that, when things had been restored to their original state, the obstruction became unlawful, and the defendant liable to an action if he allowed it to remain. This decision was submitted to review by the Exchequer Chamber, and there a greater diversity of opinion prevailed. In a court of six judges, two held that the altering ancient lights gave no right to any one to block up or obstruct any part of the light coming to a former ancient light; two held that such alteration, or the opening of new windows which could only be obstructed by obstructing at the same time the old, rendered such an obstruction lawful, but that its lawful character ceased as soon as things were restored to their original state; while the remaining two, agreeing with these as to the effect of an alteration, held that the obstruction having been once lawful, nothing which was afterwards done could render it unlawful. Before the case on appeal could be heard in the House of Lords, the same point came for decision before Vice-Chancellor KINDERSLEY on three occasions, and before Vice-Chancellor WOOD on one, and they both concurred in the view that an alteration in ancient lights, or opening a new light, enabled an adjoining owner to obstruct an ancient light, or what remained if he could not obstruct the new lights without so doing. The Vice-Chancellor KINDERSLEY, while admitting that as the law then stood, the point was of great difficulty, stated that he did not understand how an ancient light could temporarily cease to be an ancient light, so as to authorize an obstruction, and then reacquire that character without twenty years' enjoyment, so as to render the same obstruction illegal, and the Vice-Chancellor WOOD observed —“ I confess it appears to me contrary to reason and common justice to say that, if I allow a neighbour to open and

“ establish a right to one window, I am by that single concession precluded from interfering with an unlimited series of new windows which he may afterwards think fit to open, because I find it impossible to obstruct the new lights without in some measure interfering with the right to one light, which I in the first instance allowed him to acquire. So to hold would be, in effect, to entitle any person, under the pretence of wanting one window only, to obtain the privilege of restricting to any extent his neighbour’s right of obstructing any new windows which he may choose to open.”

With such a difference of opinion as to the state of the law, it is extremely satisfactory to have the principles by which these questions as to the effect of alterations in ancient lights are now to be decided, settled upon a clear and satisfactory basis. And the judgment of the House of Lords in *JONES v. TAPLING*, supplies the material from which nearly the whole law relating to ancient lights may be derived, although it is in itself only directed to the point to which I am now inviting your attention. Probably, the discussion arising out of the numerous cases which had occurred since this celebrated case was first heard in the Common Pleas, had somewhat cleared away the mists in which the subject had become involved, but it is certainly singular that while such difference of opinion existed among the Judges in the Courts below, the Law Lords, consisting of Lords WESTBURY, CRANWORTH, and CHELMSFORD, were unanimous in their views, and did not even require the case to be argued on behalf of the original plaintiff. Technically, the House affirmed the judgment of the Exchequer Chamber, but, in so doing, the Law Lords took occasion to approve of the views laid down by Mr. Justice Blackburn and Mr. Baron Bramwell in the Exchequer Chamber, and to express their disapproval of all the other judgments, both there and in the Common Pleas, and also of the decisions given in the

cases of *RENSHAW v. BEAN* and *HUTCHINSON v. COPESTAKE*, to which I have already alluded.

The following extracts from the judgments in the House of Lords are, I think, worthy of your attention, as they point out the sources from which the mistaken views of the law in the previous cases had arisen. Speaking of the supposed right acquired by the owner of the servient tenement in consequence of the owner of the dominant tenement opening new windows or enlarging his ancient lights, Lord *WESTBURY* says: "Suppose, then, that the owner of a dwelling-house, with such a window—that is, with an absolute and indefeasible right to a certain access of light—opens two other windows, one on each side of the old window; does the indefeasible right thereby become defeasible? By opening the new windows he does no injury or wrong in the eye of the law to his neighbour, who is at liberty to build up against them as far as he possesses the right of so building on his land: but it must be remembered that he possesses no right of building so as to obstruct the ancient window; for to that extent his right of building was gone by the indefeasible right which the statute has conferred." And Lord *CRANWORTH* says: "The plain principle seems to me to be, that no one can interfere with the absolute and indefeasible right of another unless where such interference is made necessary by the wrongful act of the party possessing the right." And Lord *CHELMSFORD* observed: "By the Prescription Act, after twenty years' user of lights, the owner of them acquires an absolute and indefeasible right, which so far restricts the adjoining owner in the use of his own property that he can do nothing upon his premises which may have the effect of obstructing them. The right thus acquired must necessarily be confined to the exact dimensions of the opening through which the access of light and air has been permitted. As

“ to anything beyond, the parties possess exactly the same
 “ relative rights which they had before. The owner of the
 “ privileged window does nothing unlawful if he enlarges it,
 “ or if he makes a new window in a different situation. The
 “ adjoining owner is at liberty to build upon his own ground
 “ so as to obstruct the addition to the old window or to shut
 “ out the new one, but he does not regain his former right of
 “ obstructing the old window, which he had lost by acquiesc-
 “ ence ; nor does the owner of the old window lose his former
 “ absolute and indefeasible right to it, which he had gained
 “ by length of user. The right continues uninterruptedly
 “ until some unequivocal act of intentional abandonment is
 “ done by the person who has acquired it, which will remit
 “ the adjoining owner to the unrestricted use of his own
 “ premises.”

“ It must always be borne in mind that it is no unlawful
 “ act for the owner of a house to open a new window or en-
 “ large an ancient window, although, in the latter case, some
 “ difficulty may be thrown upon an adjoining owner to dis-
 “ tinguish the old part from the new, and so to ascertain
 “ which part he has a right to obstruct, and which is
 “ privileged from his obstruction. The alteration may be of
 “ such a nature (as in the present case) as to make it impos-
 “ sible for him to prevent the further restriction of his liberty
 “ to build on his own premises, without at the same time in-
 “ terfering with the right previously acquired against him.
 “ Yet it would be a very strange extension of the law of
 “ forfeiture to hold that the owner of an ancient window,
 “ doing nothing but what he may lawfully do, loses his exis-
 “ ting right because it stands in the way of the means of
 “ interfering with an act against which the owner of the
 “ adjoining land would otherwise have been able, and would
 “ have been entitled, to defend his property.”

Thus ended the great controversy on the effect of altering

ancient lights and opening new windows, and it is now settled law that anybody may enlarge his ancient lights or open new ones, without losing any right to light he had previously acquired, and that the owner of adjoining lands can only build upon his lands in precisely the same way as he could before the alteration or opening of new lights: that is, he can only build so as not to interfere with the access of any light to which his neighbour was originally entitled.

We must next consider what are the obstructions to light of which the law takes notice,—for it is not every obstruction which gives a right of action,—and also what remedies it affords in respect of such obstructions.

Since the Judicature Act came into operation all courts can give the same relief, but, formerly, money damages only could be obtained at law; while, if a plaintiff desired to prevent an obstruction being created, or, being created, to obtain its removal, he applied to the Court of Chancery. Till within a recent period, this relief by injunction was the only remedy the Court of Chancery could afford; but some seventeen years ago the court was empowered by an Act of Parliament, known as Lord CAIRNS' Act, to grant damages instead of an injunction.

As our present Courts will, in granting injunctions, follow the principles by which the Court of Chancery was guided, I propose to consider in what cases the Court of Chancery would restrain by injunction an interference with the right to light. One rule was universally adopted:—Where no damages at law would have been obtained, there no injunction was granted; but even when damages at law could be obtained, an injunction did not follow as a matter of course. I think, however, it may be now taken as settled law that, in all cases in which substantial damages for an obstruction to light would have been obtained at law, in those an injunction will be granted to

prevent the erection or continuance of such an obstruction, unless the party asking for it has done anything by acquiescence or laches to disentitle himself to such relief. It is, therefore, necessary to ascertain in what cases an action at law could be maintained. Chief Justice BEST, in a case of *BACK v. STACEY*, laid down the rule as follows :—“ In order
 “ to give a right of action and to sustain the issue, there
 “ must be a substantial privation of light, sufficient to
 “ render the occupation of the house uncomfortable, or to
 “ prevent the plaintiff from carrying on his accustomed
 “ business on the premises as beneficially as he had formerly done.”

This definition has been quoted, with approbation, both by Lord HATHERLEY, when Vice-Chancellor, and by the present Master of the Rolls, and by both made the foundation of their Judgment in a similar case. It must be remembered, however, that this definition was given before the Prescription Act, and the words “ accustomed business ” would now have to be read “ any business ” on the premises as beneficially as he could formerly have done.

This definition, then, affords the test by which the nature of an obstruction can be ascertained. It must be proved by evidence that, in the case of a dwelling-house, the obstruction deprives the occupiers of light to a degree which affects their comfort,—as, for example, by compelling them to use artificial light where before daylight was sufficient, or in other ways giving them annoyance ; and, in the case of business premises, that the obstruction prevents or interferes with the carrying on of any business which might otherwise have been carried on there.

Having thus ascertained in what cases damages at law can be recovered, does it follow that an injunction will, in such cases, be granted as a matter of course ? Lord ELDON said the Court of Chancery would not interfere upon every

degree of darkening ancient lights and windows; but he never very accurately defined what was the degree at which it was proper to grant an injunction. Lord WESTBURY, in commenting upon this remark of Lord ELDON's, says, in *JACKSON v. Duke of NEWCASTLE*,—"The sentence is not very
 "correctly worded, and, when examined, it amounts to this,—
 "that the court will interfere by injunction where the injury
 "to the comfort of existence is such as to require that it
 "should interfere by injunction. Probably, the Report,
 "which in other respects is very accurate, does not do
 "justice to the language of the noble and learned judge,
 "and I think it may be collected that Lord ELDON meant
 "to say, that where the darkening of ancient windows of a
 "dwelling has materially injured the comfort of those who
 "dwell in it, the Court would interfere by injunction. This
 "rule or standard would have no application to a manu-
 "factory or business premises, which are not occupied other-
 "wise than for the purposes of some trade or manufacture.
 "But, upon a similar principle, where the obstruction of the
 "ancient lights of a manufactory or business premises
 "renders the buildings, to a material extent, less suitable
 "for the business carried on in them, it is, in my judgment,
 "a case for an injunction, and not merely for compensation
 "in damages. The foundation of the jurisdiction appears
 "to be, that injury to property which renders it to a
 "material degree unsuitable for the purposes to which it is
 "now applied, or lessens considerably the enjoyment which
 "the owner now has of it. The Court considers that injury
 "of this nature does not admit of being measured and
 "redressed, by damages."

It must be confessed that this carries us but little, if at all, beyond the definition in *BACK v. STACEY*. Lord HATHERLEY however, has with express reference to these dicta, stated what he considers to be the rule. After

mentioning, with approval, the rule laid down in *BACK v. STACEY*, he says, "Now it is apparent even in that position
 " at law, that the case is one of considerable difficulty and
 " nicety, as all cases must be which involve matters passing
 " by gentle gradations from simple annoyance, which is not
 " the subject of damages, to annoyance to the extent of
 " rendering the habitation uncomfortable or of rendering the
 " mode of carrying on the business less beneficial than it
 " formerly was. Having arrived at this conclusion with
 " regard to the remedy which would exist at law, we are
 " met with the further difficulty that in equity we must not
 " always give relief (it was so laid down by Lord *ELDON*
 " and by Lord *WESTBURY*) where there would be relief
 " given by law. Having considered it in every possible way,
 " I cannot myself arrive at any other conclusion than this:
 " that where substantial damages would be given by law, as
 " distinguished from some small sum of £5, £10, or £20,
 " this Court will interfere, and on this ground, that it cannot
 " be contended that those who are minded to erect a building
 " that will inflict an injury upon their neighbour, have a
 " right to purchase him out without any Act of Parliament
 " for that purpose having been obtained. It appears to me
 " it cannot safely be held that this Court will allow parties
 " so to exercise the rights which they may have in their
 " soil, as to inflict an injury upon their neighbour, if the
 " neighbour be unwilling to take any compensation, or even
 " though he be willing to take compensation if he be not
 " ready to submit to the valuation of a jury, but insists on
 " his own right to determine what the value of his property
 " is;" and the present *MASTER OF THE ROLLS* has very
 " recently adopted the same rule in these words: "It seems
 " to me that that gives a reasonable rule, whatever the law
 " may have been in former times. As I understand it, the
 " rule now is—and I shall so decide in future, unless in the

“ meantime the Appeal Court shall decide differently—that
 “ wherever an action can be maintained at law, and really
 “ substantial damages, or perhaps I should say, considerable
 “ damages (for some people may say that £20 is substantial
 “ damages) can be recovered at law, there the injunction
 “ ought to follow in equity—generally, not universally;
 “ because I have something to add upon that subject. In
 “ this case I do not think that anybody would doubt that
 “ damages would be substantial. The obstruction would, in
 “ fact, destroy the use of the room altogether; it would
 “ so darken it that, perhaps, it might be used for a cellar,
 “ or a similar purpose, where no light was required; but
 “ for ordinary purposes it would destroy the use of the
 “ room.”

We have here the rule laid down when injunctions ought to be granted, and when not. The Court of Chancery was, however, constantly urged, as no doubt will be our present courts, to use the power given by Lord CAIRNS’ Act to give damages instead of an injunction. Upon this point the Master of the Rolls, in the same judgment to which I have just referred, says: “ It never could have been meant ” (he is speaking of Lord CAIRNS’ Act,) “ and I do not suppose it will
 “ ever be held to mean, that in all cases the court of its own
 “ will and pleasure, or at its own mere caprice, will substitute
 “ damages for an injunction.” . . . “ I am not now going,
 “ and I do not suppose that any judge will ever do so, to lay
 “ down a rule which, so to say, will tie the hands of the
 “ court. The discretion, being a reasonable discretion, should,
 “ I think, be reasonably exercised, and it must depend upon
 “ the special circumstances of each case whether it ought to
 “ be exercised. The power has been conferred, no doubt
 “ usefully, to avoid the oppression which is sometimes practised in these suits by a plaintiff who is enabled—I do not
 “ like to use the word ‘extort,’—but to obtain a very large

“sum of money from a defendant merely because the plaintiff has a legal right to an injunction.” I think the enactment was meant in some sense or another to prevent that course being successfully adopted. But there may be some other special cases to which the Act may be safely applied, and I do not intend to lay down any rule upon the subject. If I had found by the evidence that there was in this case a clear instance of very slight damage to the plaintiffs—that is, some £20, or £30, or £40, but still very slight—and a very large, material, substantial damage to the defendant, I should be disposed to hold that that was a case in which this Court would decline to interfere by injunction, having regard to the new power conferred upon me by Lord CAIRNS’ Act, to substitute damages for it.”

Within certain limits, therefore, every case must depend upon its own circumstances, but these observations afford a guide by which to direct your judgment. Persons will not, and I venture to think ought not to, be permitted to compel others to give up a residence to which they are attached, by depriving them of light, so as to render the house uncomfortable for a money compensation; nor if a person carrying on a particular business which requires as much light as can be obtained, has been fortunate enough to secure premises which have acquired a right to that peculiar degree of light, will he be obliged for a money compensation to remove his business, which may, perhaps, be its destruction, because his neighbour desires to erect buildings which will render his premises useless for his particular business. It is very probable that the loss and inconvenience could not be estimated in money, and he will not be required to accept money and put up with the inconvenience; but if it be evident there can be no such “pretium amoris” connected with a dwelling, and manifest that a business can be carried on as conveniently and beneficially elsewhere as on the injured premises, and that the

injury to the offending party by restraining his building will be very great, upon these facts being clearly established, probably a money compensation will be given. It will, however, according to the latest exposition of the law, be very difficult to resist an injunction to prevent a building being erected, when its effect, if finished, would be to cause an unlawful obstruction within the meaning of *BACK v. STACEY*.

The evidence by which the existence of an unlawful obstruction is proved varies, of course, in each case: there are however a few leading rules with which you should be familiar, and first, evidence will not be received to show that other persons in a similar situation or carrying on a similar business manage to live or carry on their business with as much or less light than will be left when the obstruction is completed. Nor is the fact that forty-five degrees of sky will be left, *conclusive* that no obscuration will be caused. On this point Lord SELBORNE's remarks, in a case I have already referred to—*THE CITY OF LONDON BREWERY COMPANY v. TENNANT*—are instructive. His Lordship said “Further, “with regard to the forty-five degrees, there is no positive “rule of law upon that subject; the circumstance that “forty-five degrees are left unobstructed being merely an “element in the question of fact whether the access of light “is unduly interfered with; but undoubtedly there is “ground for saying that if the Legislature, when making “general regulations as to buildings, considered that when “new buildings are erected the light sufficient for the “comfortable occupation of them will, as a general rule, be “obtained if the buildings to be erected opposite to them “have not a greater angular elevation than forty-five “degrees, the fact that forty-five degrees of sky are left “unobstructed may under ordinary circumstances be considered *prima facie* evidence that there is not likely to be

“ material injury and, of course, that evidence applies more
 “ strongly where only a lateral light is partially affected and
 “ all the lights are not obstructed. I make that observation,
 “ not imagining that either at law or in this Court any
 “ Judge has ever meant to lay down as a general pro-
 “ position that there can be no material injury to light if
 “ forty-five degrees of sky are left open, but I am of opinion
 “ that if forty-five degrees are left, this is some *prima facie*
 “ evidence of the light not being obstructed to such an
 “ extent as to call for the interference of the Court—evidence
 “ which requires to be rebutted by direct evidence of injury,
 “ and not by the mere exhibition of models.”

The last words lead me to make this further observation, that fanciful theories as to the illuminating surface of windows, and the measurement of obscuration by given objects, have met, and I think deservedly, with little favour in our Courts; the evidence they require is, as Lord SELBORNE puts it, “direct evidence of injury” from the occupiers. When the obstruction is not completed, there is, of course, more difficulty in obtaining this direct evidence of injury; but the proper course in such cases is to put up some temporary screen corresponding to the proposed obstruction, and obtain evidence of its effect. An attempt is also sometimes made to prove that from other sources or from other causes as much light will still flow into the injured premises when the obstruction is completed as was wont to do when everything was unchanged; evidence on this point is not admissible, because the right being absolute and indefeasible, nothing I do to my own premises, or that any one else does, whereby they gain increased light, can give my neighbour a right to deprive me of what I was entitled to before. Let me put a case of, I should imagine, not unfrequent occurrence in this metropolis. Suppose I have corner premises, which for many years have been lighted by windows on the north side, and desiring to have

more light, I open windows on the east side; can that give any one a right to obstruct the flow of light to my northern windows, and so deprive me of the very advantage I have been at the expense of opening windows in the east side to obtain. The words of the rule in *BACK v. STACEY* lend some colour to this notion, but I trust it is now exploded; and it will be well to recollect that the comfort and convenient carrying on of business there mentioned means the comfort and convenience enjoyed at the time the obscuration complained of occurs. There is fortunately an express decision on this very point in the *DYERS' COMPANY v. KING*. By means of improvements in the neighbourhood made in the years 1856 and 1860, Dyers Hall had gained a considerable increase of light. In the year 1869, King commenced buildings which, it was admitted, would seriously diminish the light which Dyers' Hall then enjoyed, but would still leave much more light than was enjoyed before the alterations in 1856; and on this ground it was contended that, so long as King's new buildings did not interfere with the amount of light enjoyed before 1856, the *DYERS' Company* could not complain. The Vice-Chancellor JAMES, however, declined to accede to such a principle, in these words: "Assuming them to have made out their legal right to the quantity of light which they enjoyed up to and at the time of the filing of the Bill, the substantial question which arises on the defence, and which is the only point I have to consider, is this: They say—'True it is that we are now going, this year, very materially to diminish your light as you enjoyed it last year; but your right to light—the right to which you are entitled for the use of your house, is a right which must have existed for twenty years. Your right is a right to that amount of light which you had twenty years ago, and no matter from what quarter that light came, you had a right to light over all your neighbours' houses; but only

“ ‘ to that amount of light which you could show to have
 “ ‘ been enjoyed by you for twenty years before the bill was
 “ ‘ filed, and you have no right to complain if, taking into
 “ ‘ consideration all that we are going to do, and all that
 “ ‘ everybody has done in the interval, you will still in the
 “ ‘ result have as much light as you had when you started
 “ ‘ twenty years ago.’ I find myself utterly unable to accede
 “ to that statement of the legal principle so suggested. The
 “ right is a right as between the owner of the dominant
 “ tenement and the owner of every servient tenement ; he
 “ has a right to as much light to and for the use of his
 “ house over his neighbour’s land as he enjoyed twenty
 “ years ago, and the neighbour has no right to deprive him
 “ of the light which has so come to and for the use of the
 “ house over the neighbour’s land, because the owner of
 “ the dominant tenement has, either by purchase from, or
 “ by the free gift of any other person, or by the operation
 “ of any Act of Parliament, obtained other light in addition
 “ to that which he had a prescriptive right to.”

I have now placed before you a slight sketch of the law of lights. After much oscillation it has, I think, been reduced to principles easy of comprehension and enunciation, but difficult it may be in application to the varying circumstances of different cases. This must always happen when we are dealing with cases in which the injury is of every degree, proceeding, by imperceptible gradations, from utter insignificance to total extinction. A point has to be selected at which the right to complain shall commence, and it is often difficult to assign satisfactory reasons why the point should be placed where we find it rather than a few degrees on either side of it. What amount of abstraction of light must be endured before an appeal can be made to law, is a question which different men will differently answer, and even among those who agree in the answer to that question, there will,

again, be a difference when the question is whether the injury should be compensated for by money, or its infliction prevented altogether. On these points the common sense of practical business men must, under the guidance of the rules we have been considering, decide; but this unavoidable uncertainty renders it very advisable that the right to light should not be left to be acquired by a twenty years' enjoyment, but should be regulated by some agreement between the adjoining owners, and to facilitate this is perhaps the only point in which the law relating to lights requires serious amendment. There should, I think, be some means of preventing this right being acquired, less clumsy and inconvenient than erecting and maintaining, for at least one year in every nineteen, an obstruction to new lights. In towns it is often next to impossible to do this, and I am of opinion that a declaration before a magistrate, or a notice in writing to an adjoining owner, should have the effect of preventing the easement of light being acquired over the lands of the party making such declaration on giving such notice. With the addition of some such machinery, I think the law of lights which I have endeavoured to place before you, at once secures to owners of house property the enjoyment of the blessing of ample light, and at the same time imposes no unreasonable fetters upon the improvement or erection of surrounding buildings.

Mr. T. CHATFIELD CLARKE (Member), said that it gave him very great pleasure to propose a vote of thanks to Mr. GARDINER for his able, clear, and exhaustive Paper. He was sure that the Meeting would agree with him as to the expediency of deferring the discussion until the next occasion, when it could receive the full and serious consideration which it deserved. It had been his pleasure and privilege to know Mr. GARDINER for many years, and it was therefore with peculiar gratification that he begged to propose a

vote of thanks to him for the willingness with which he had undertaken, and the skill with which he had prepared a Paper on this difficult subject, which had of late years been a source of great anxiety to those professionally concerned in matters of the kind.

MR. E. J. SMITH (Vice-President), had much pleasure in seconding the vote of thanks to MR. GARDINER for his admirable Paper, and trusted that, in discussing it at the next Meeting, the Institution would have the aid of those of its Members who were conversant with the subject.

THE PRESIDENT said it was his pleasure to express to MR. GARDINER the thanks of the Institution for the admirable Paper which he had read. He quite agreed that it was not desirable that it should be there and then discussed, even if time permitted, as it was a Paper which required much consideration and careful perusal. The subject was one of very great importance to every one who was either an occupier or an owner of property in this country; but it had a peculiar interest for Members of the Institution to whom it was very important that its exact bearings should be clearly defined. He hoped that, at the next Meeting, those Members who could do so, would give the Institution the benefit of their assistance, in order that the subject might be thoroughly discussed.

MR. GARDINER having briefly acknowledged the vote of thanks, the discussion of the Paper was adjourned until the next Meeting.

AT
THE ORDINARY GENERAL MEETING,

Held on Monday, January 10th, 1876.

ELIAS PITTS SQUAREY (MEMBER OF COUNCIL) IN THE CHAIR.

A discussion took place upon the Paper read by Mr. W. D. GARDINER at the last Meeting, entitled "The Present State of the Law relating to Lights."

The CHAIRMAN announced that a letter had been received from Mr. THOMAS CHATFEILD CLARKE, expressing his regret that, owing to an important engagement elsewhere, he was prevented from fulfilling the duty of re-opening the debate devolving upon him as mover of the adjournment. Mr. CLARKE had, however, very kindly committed to writing some of his views on the subject of the Paper. A similar communication had been received from Mr. E. C. ROBINS, who was also unable to be present; and Professor KERR had favoured the Council with some memoranda expressive of his opinions on the subject. He would merely remark that these communications were of an interesting character, leaving it to the Meeting to decide whether they should be read and published with the report of the discussion.

On the motion of Mr. E. I'ANSON, this course was then agreed to.

The letters, of which the following are a *résumé*, were then read by the Secretary. The first was from—

MR. T. CHATFEILD CLARKE (Member) who said that he had re-perused Mr. DUNDAS GARDINER's Paper, and could not help again commenting on the completeness with which he had dealt with every portion of the subject, and observing how surely his Paper would become a reference paper on the legal aspects of the question.

It was his intention to have presented to the Meeting some practical thoughts of the means by which this constantly recurring trouble and difficulty about "lights" could be met and dealt with, at once inexpensively, quickly, and yet equitably.

It could not be denied that many of the cases now brought before the Courts were not genuine, but were promoted by persons who hoped, by delaying the course of a building and thereby jeopardizing important interests, to extort a sum of money from the parties to settle the matter. He by no means denied that there were cases of great practical hardship which arose, and the great point for the consideration of the Institution as a practical body was, in what way could these be dealt with, speedily, economically, and efficiently?

His own view was that two or three courses should be followed :—

1st. That the Court should arrange, at a very early stage of the proceedings, to appoint a professional architect or surveyor to advise on the whole facts, after a careful inspection of the premises, and that this should be done prior to the Court receiving any opinions of professional men in the form of expert evidence, or by way of affidavit.

2nd. That in all such cases where such adviser was called in, he should be at liberty to require the parties claiming to raise any buildings by which it was alleged the light would be excluded, to put up temporary screens, in such a mode and form as would enable the professional man to

judge of the effect of the alleged obstruction ; and this trial to be made on more than one occasion.

3rd. Another of the most difficult elements in these cases was, to determine how far the alleged diminution of light was "sensible and material," and it was upon this point that the great conflict of opinion generally arose. It was clear that a light *to select diamonds by*, as in a case where he was once concerned, was, in no sense on a par with a case of the light to an ordinary warehouse, and what was *material* in one case was *immaterial* in the other, and these instances might be very much multiplied, especially in the metropolis where such multifarious trades were carried on. His view here was that the Court should have the power to call in an independent man, cognizant of the special trade, to advise without bias or presumed bias on either side, and that such evidence would greatly shorten and expedite a result in these cases.

Then, again, the mode of conducting cases of the kind by affidavits and counter affidavits, with replies on such, led to much delay and expense, though this point would probably be met by the powers of the new Judicature Act, enabling the Chancery Courts to take "*viva voce*" evidence.

He had not alluded to one or two grounds of settlement in these questions, often resorted to in amicable arrangements, and which might be extended, in use, with great practical advantage ; one being that where a building was raised opposite to another, each retaining rights of light, the party first raising shall absolutely contract with the other to give a right to raise to a similar height at any time hereafter, each party having a power to attach this right to the property. There was another plan (adopted he had been told on the Continent) of requiring a certain well-hole or area to be left, in proportion to the height to which it was proposed to go. In many instances, this suggestion

would seem to meet the equity of the case, but only to a limited extent. It was manifest that the oft quoted angle of 45° from the sill of the opposing lights was no true ground of deciding as to a *material* loss of light, and it would be much to be regretted if such should become, under all circumstances, an accepted rule.

In a recent case, cited in Mr. DUNDAS GARDINER'S Paper, he felt certain that the most accurate test by applying an obstruction above the 45° line to a moderate height, would have made no *sensible* or *material* diminution of light to the dominant tenement.

The subject however was full of interest and of points for discussion and elucidation, and he trusted that it would receive at the hands of the Institution the thorough consideration which it demanded.

Mr. E. C. ROBINS (Member) said, in his letter, that he was anxious to press one point, and to hear all the arguments pro and con, viz.: was it not desirable that it should be an established and well recognised custom that (in towns at all events), no damage to existing lights should be deemed to have arisen where the building owner kept the front wall and roofs, and everything else (except chimney stacks) under a line drawn from the lowest window sill of his opposite neighbour's premises at an angle of 45° with the horizon.

He was surveyor to the Dyers' Company, and conducted the experts' evidence in the case between that Company and King, referred to in the Paper—and this angle was enforced in that case.

He might mention that he had settled, out of Court, many cases upon the same basis, and in a recent case before Sir GEORGE JESSELL, both parties consented to this mode of decision.

Let this once be recognised, and the question of compensation would have a basis from which to work—all admitting any rise above that line to be either a subject for compensation or injunction, as the case might be.

The next communication read was from—

Professor KERR, who said that he had read Mr. GARDINER's Paper with extreme interest, and thought he was entitled to great credit for the clearness and conclusiveness of his explanations. He wished, however, that he could more readily confirm his opinion, that the result of the development of the law of ancient lights during the last few years had been "to reduce it," as he said, "to principles easy of comprehension and enunciation." His own experience, as what was called a scientific witness, led him, he regretted to say, to an opposite conclusion. The uncertainty of the law with regard to all disputes connected with building operations was notorious; but he was obliged to confess that in cases concerning ancient lights, the bewilderment of all alike who were engaged in the controversy seemed to him to be almost more astonishing than in any other kind of business with which he was acquainted.

It was no doubt quite true that by means of the series of judicial decisions which the lecturer so lucidly set forth, with others touching collateral points, the Chancery Courts had to all appearance determined the general bearings of the law, and had left scarcely anything open for controversy in the form of leading principles. But when to the proposition that such principles were now "*easy of comprehension and enunciation*," Mr. GARDINER added the suggestion that they may nevertheless be "*difficult of application* to the varying circumstances of different cases," he seemed to account

for all the confusion of law which a surveyor saw where a lawyer saw none. In other words, the lawyer had to do with abstractions, which might be more or less readily reduced to a system of principles sufficiently easy of comprehension and enunciation; but what the surveyor or architect had to take up was the multifarious variety of circumstances; and here he found the "difficulty of application" of these principles to be such that the very principles themselves too frequently vanished in mere suppositions. Let them take, as an example, the question of adding to the area of ancient lights, as set forth by the lecturer. The lawyer supposed a typical case, and one that narrowed the issue to the utmost. He said, "My neighbour had an old window in a wall which stands against my open land. Through my neglect this window has remained unobstructed for twenty years. It might have been obstructed by me at any time, by the usual and simple means of setting up a board so as to cover it. If I have not so obstructed it, the fault is my own, for I am supposed to know how to protect the interests of my property; and when I continue to neglect the protection of such interests, the time must come, some day, when it would be unfair to assert my old unprotected rights against the conditions which I have allowed my neighbour to rely upon so long. Accordingly, having thus permitted my neighbour to use the window for twenty years, the law says, and, perhaps, reasonably enough, that the time has come when my neglect shall be conclusive against myself. Therefore, I am now prohibited, for ever, from putting up a board against my neighbour's window. But my neighbour increases the size of the window. Thereupon I put up a board against the increase. I scrupulously leave uncovered the exact area of the ancient light, and all the rest I definitely obstruct." Now nothing could be simpler than this, and out of this

simplicity of imaginary circumstances the logic of legal argument arrived readily enough at a theoretical principle. Thus far, the Surveyor, as the practical man, concurred absolutely. But how long did this concurrence last? Not for a moment, when the theoretical principle had to be practically applied. For the lawyer assumed that, because this case narrowed the issue to the utmost, its principles were, therefore, comprehensive to the utmost. He said, in effect, "This window shall represent all windows; this enlargement, all enlargements; this obstruction, all obstructions." The Surveyor, however, was constrained to declare that, as matter of fact, so multifarious were the peculiarities of building operations, that this narrow issue never really occurred at all.

It was all other kinds of windows except this, all other kinds of enlargement except this, all other kinds of obstruction except this, that, in practice, had to be dealt with. Now, let any Surveyor who had had much experience in cases of actual litigation about ancient lights call to mind how many other abstract questions there were of much more complexity even than the one he had mentioned; how many ingenious contrivances for the assertion of convenient rights; how many desperate schemes for the evasion of inconvenient wrongs; and he (Professor KERR) felt sure that he would agree with him in asking the learned lecturer to pause before he attributed too much importance, as regards the public enlightenment, to the mere assertion, by a succession of able logicians, of a succession of abstract principles, the difficulty of applying which, in unforeseen circumstances, rendered each new case in reality a new question. This was all he would venture to say about the law—as a practical man he found it in utter confusion.

But the chief concern of Surveyors was not with the application of dogmas of law, but with the preliminary

appreciation of materiality of damage. If there be no material injury occasioned by any given obstruction, there can be no case for further inquiry; and upon this very delicate point it was that the skill of the Surveyor came in to determine the matter of fact. Here it was no doubt essentially necessary that the Surveyor, thus intervening, should understand the maxims of the law, such as those so ably expounded by Mr. GARDINER. Otherwise, he was prone to direct his attention to points of no real moment.

It ought to become an earnest endeavour amongst architects and surveyors to come to some distinct understanding respecting the principles upon which they shall estimate the materiality of damage. It was probably known to some of the present audience that he had himself attempted to establish, by a geometrical admeasurement of sky area, a preliminary test, if no more, of proportional obscuration; but he was obliged to acknowledge that Mr. GARDINER was right in stating that such efforts had met with little favour in the Courts. He had been accustomed to think that the reason lay, chiefly, in the fact that the learning of the Bench and the Bar alike, however profound, did not turn, and could not be expected to turn, very much upon spherical trigonometry. Vertical measurements of obstructions, however, were not uncommon; and he had not found them to be distrusted by the Courts, although they were not worth much. The great weakness of all scientific evidence, however, was this; that the witnesses were generally found to appear in equal numbers on each side, and to give their opinions in flat contradiction of one another. The most discreet amongst them assigned no reason for their opinions; thus facilitating contradiction immensely. Many of them, perhaps, had no reasons to assign; and this was still more encouraging. But the judges disapproved of the system, and he could not blame them. When experts on

oath expressed contradictory opinions without assigning reasons, it was impossible to regard them as scientific witnesses.

A concluding word upon what was called direct evidence. A court of Law always preferred this kind of testimony, upon whatever subject. The plain story of people who described what they have seen with their eyes and heard with their ears was naturally esteemed to be infinitely better than the mere opinion of those who arrived at their conclusions by speculation. But in cases of damage to lighting, what did this direct evidence amount to? It took the form of various kinds of assertions, by such persons as inmates of the plaintiff's premises, to the effect that they had actually, by their eyesight, perceived the lighting to be materially diminished by the obstruction complained of. Upon this he felt bound to say that, throughout his experience, he had scarcely ever known such evidence to be worth anything at all. The conditions of the atmosphere in this country were so changeable day by day, and even hour by hour, and the effect of this upon the lighting of a room so very considerable, that he did not believe any one could trust his mere eyesight as a test in this way, save in very exceptional cases. He had also known gas bills referred to; and the alleged hour of lighting the gas in the afternoon or evening was continually being quoted. He would give a single instance of the real value of such evidence. At a certain window in the rear of an eating-house, an old servant had cut ham and beef for some thirty years. A row of houses outside this window was pulled down, and a new building erected in its place. When the new building had reached a certain stage, the operator upon the ham and beef laid down his carvers, and declared he could no longer see to cut. Forthwith, all over the eating-house, the gas was lighted early in the day. All this was sworn to. A shrewd Vice-Chancellor sent some

one to measure the walls, and it was found that the new building was not yet so high as the old one had been !

His opinion of the whole affair of ancient lights, if he were asked to express it in a few words, would be this,—that legal acumen was wasted upon it, and that an intelligent and honest surveyor's judgment, taking every case on its own merits, was better than all the litigation in England. He was very much mistaken, moreover, if this view did not coincide with the opinions of a majority of the judges themselves.

Mr. E. I'ANSON (Member) said that he had read with great interest the excellent Paper under discussion, and in the absence of Mr. CLARKE, and at his special request, would venture to offer a few remarks with reference to it.

First, with regard to the communication, just read, from Professor KERR. It was perfectly characteristic of the writer, and contained a great deal of sound and excellent argument; but it did not appear to him to point out any solution of this avowedly difficult question. He had had more than thirty years experience of matters of the kind, and agreed with the remark made by Mr. CLARKE at the last Meeting, that they were a source of great anxiety to those professionally concerned in them. As had been remarked, questions of the kind were often raised in a purely grasping and selfish spirit, and for the purpose of making a paltry profit for the benefit of some adjoining owner.

One great difficulty in these cases was to decide how much light was light enough—a fundamental consideration in determining whether material damage had or had not been sustained. There was no manner of doubt, as Professor KERR had shown by his well known diagrams, that when a certain arc of a circle was obstructed, a relative proportion

of light was shut out; but it was not equally true to say, that because ten degrees of light coming from the zenith were obstructed, that such obstruction took place in the precise ratio of the diminished sky surface, for the light which came from the zenith was not so valuable as that which came at an angle of forty-five degrees, or at some intermediate angle. It was perfectly well known, that some of the most valuable property in the City of London was situated in the narrowest lanes. Mincing Lane, for example, was not more than twenty feet wide, and many of the lanes were not more than fourteen feet in width; but in no part of London did offices let for so much as in those localities. The real test therefore was, the amount of damage done to the value of the property.

It was not only in the narrow lanes of the City that the property was so valuable, notwithstanding the limited area of sky surface by which the houses in these lanes were lit, for it was well known that many of the buildings erected for offices were lighted by areas of less width than the lanes referred to, and it was found that a ten feet area was sufficient to give light down a very deep shaft to offices, let at considerable rents, in the basement storey of the buildings. All these circumstances went to show how difficult it was to lay down any fixed rule by which to prove a diminution of value arising from obstruction of light. He recollected a case of a gun-maker in Whitechapel, who could only examine his barrels by putting them in a certain direction to allow the light to shine down the whole length of the tubes. In this case a certain angle of light was necessary, and if obstructed, there would be a great loss in carrying on that particular trade. This, however, was, no doubt, an exceptionally striking instance, and one of rare occurrence.

He felt that it was not altogether a satisfactory solution

of the difficulty of right acquired by undisturbed possession, that the Legislature should have fixed upon twenty years as the period in which a right to light might be lost or acquired. The rule worked very oppressively in some instances. Twenty years in the life of a man was a comparatively long period, representing as it did two-thirds of a generation, but in the life of buildings it was a very little space of time; for an edifice might last for two hundred years (as many had done in the City), and the owner of a building when he erected it, built it for a century or more.

The case of *MERCHANT TAILORS' COMPANY v. TRUSCOTT* was the first in which an ancient right in the City of London was set aside by the Prescription Act. It was taken before the then Master of the Rolls, after a jury had tried the question whether the light was really obstructed, and had determined that there was an obstruction. This was a case, however, in which the amount of damage done was measured by a money payment, as in nine cases out of ten could be done.

It had been suggested by Mr. CLARKE that before a building was erected a competent surveyor should be appointed to determine the actual facts. That was a very good suggestion as far as it went, but, he thought, it might be well to go further, and appoint some competent person or persons to assess the extent of the damage. He agreed with Professor KERR that an experienced surveyor would be the most competent man to determine what would be the damage done in the event of a real or assumed obstruction to an ancient light, and intimate to the person wishing to obstruct, the measure of damage which would be caused by his new building, and leave it to him to pay the amount awarded or to forego his building.

As Professor KERR had said, the whole subject was fraught with difficulty, and it often happened that the Sur-

veyor failed, even with the best intentions, to procure all the information necessary for determining the real facts of the case. A man, for instance, might be in possession of adjoining buildings, and might secretly cherish intentions of pulling them all down within a year or two, having, within the area of his own ground, the means of obtaining ample light, and rearranging his old building with its ancient lights, and yet might claim in respect of an ancient light wholly immaterial in an intended new building. Notwithstanding this he might allege that he was injured by his neighbour's building, and might claim to be compensated on that ground, so that it might be unjust to award a man who was going to pull down his building, damages equal to those to which he would be entitled under other circumstances; but it was difficult to discriminate in cases of the kind, where a moral element was added to the strictly practical one.

MR. W. EVE (Member) said there was one question he should like to ask,—Was he warranted in drawing the following inference from Mr. I'ANSON's last remarks. A had a house and B another on the opposite side of the street. A pulls down his house, and re-erects it so as to damage B's lights. B complains. A compensates B by paying a sum down, but B in two years' time seeks to do exactly what A did. Was he (Mr. EVE) not right in supposing that he could not do so without compensating A for the injury which he might do to such portion of A's then existing lights as were in the same position as the ancient ones.

MR. I'ANSON replied that the answer to that question showed the extreme difficulty in which it was involved. In some Vice-Chancellors' opinions, if a man who built, subsequently to having paid a compensation, preserved the exact position of his ancient lights, he could make the other man pay

for an obstruction ; but if it were a new building, with new lights in a different position, then no compensation could be obtained.

Mr. EVE thought that such a case as Mr. I'ANSON had put was hardly likely to arise. A, if he looked sharply after his interests, would take care to preserve a good deal of the ancient lights, and, although he might enlarge his apertures, his lights (or a large portion of them) still existed, and it would, he thought, be hard for B to succeed without compensating A. He thought Mr. GARDINER, in his able Paper, had put it very clearly, that persons enjoying certain rights should not be compelled to take compensation in lieu of them, as was the case under the compulsory powers granted for railway undertakings. When the public good was involved, the private owner was justly called upon to give way ; but where, as in the class of cases under discussion, the matter was simply one of a private nature, there appeared to be some injustice in saying that owner A should be compelled to submit to an invasion of his rights at the hands of owner B, in consideration of receiving a money compensation. As all the speakers on the subject had said, there were, no doubt, very great difficulties in connection with these matters ; although, in one case in which he had been engaged and which was referred to arbitration, the arbitrator affected to estimate the damage so closely, that his clients had to pay £5 as compensation, which certainly looked as though an estimate of damage could be made to a very great nicety.

It was said by Mr. GARDINER in his Paper that a man could not take credit for any light he might give from another source. He was sorry to say that this had been done in a case in which he had been engaged. The circumstances were these :—The property was situated in a court, and the approach to that

court was through an archway. The archway was removed, and a very material benefit thus accrued to the property. His client wished, however, to gain the whole of that advantage, and not to have a part of it set off against some damage from another source. The case went before the Master of the Rolls, who certainly did credit the offending party with some of the benefit which his (Mr. EVE's) client had derived from another source.

Mr. R. C. DRIVER (Member) said he was not present during the earlier part of Mr. I'ANSON's remarks, which he regretted, but he heard him say towards the close of his observations that the best plan which a man who was about to erect a building could adopt, was to ascertain whether it would interfere with lights; and, if so, pay compensation for the interference. He had an instance vividly before him, which some of the members present would, no doubt, be able to call to mind,—namely, a building in the very heart of the City where a side-light was interfered with. The interference was almost inappreciable, but there was, nevertheless, a damage. An injunction was obtained, and the usual processes of law went on. At length the matter was referred to an eminent architect, whom he need not name. His award was just over £50, while the costs amounted to over £1,000! Now, it was probable that a tribunal such as Mr. I'ANSON had suggested, would be extremely valuable in the adjustment of disputes where the amount of damage was so small as it proved to be in this case, for a competent person could decide the matter at once, and save the parties an enormous bill of costs. The risk of these claims and costs was so great, that clients and friends of his, who would otherwise do so, were sometimes deterred from building in the City. When he acted for any client who proposed to build in the City, he always advised

him to add a very substantial sum to the estimated cost of his building for the contingencies which might arise from light and air claims. Any legislative action which would insure some simple process on both sides, by means of which one party could obtain and the other allow compensation, would be of great public advantage.

Mr. P. D. TUCKETT (Member) said that Mr. GARDINER's Paper constituted a valuable and compendious statement of the law, with reference to lights. On reading the Paper through, however, it had struck him that, complete as it was in almost every particular, there were two points which had probably been overlooked, with reference to which a few words in reply from Mr. GARDINER might be useful.

In the city, it was not an uncommon thing to find two houses back to back, with what were originally the courtyards of each house meeting behind them. These old courtyards were often roofed with skylights, forming a ground-floor room, and the buildings were carried up with back windows at a certain distance from one another. Now, the great temptation to the building owner was to carry up his back wall a little further advanced than it was before. He apprehended that, when an owner did that, his new back wall containing new windows in much the same position as the old ones, but two or three feet advanced, that those new windows not being in the same building line as the old ones, lost the character of ancient lights.

The second point referred to the practice of the courts. If a man wanted to obtain an injunction was it essential that he should apply for it immediately on the obstruction beginning, and before the completion of the building? He had always been led to suppose that it made a great difference in the result, whether the injunction were

promptly applied for, or delayed until the building had been covered in.

He thought that the discussion had taken a much wider scope than the Paper. The Paper professed to be a statement of the law on the subject, but he noticed that many of the remarks made had borne reference purely to the Surveyors' question of the way of ascertaining whether damage to light had or had not been sustained, a point respecting which no lawyers and no discussion could be expected to elicit an authoritative rule.

One observation of Mr. I'ANSON's had a little puzzled him. He understood that gentleman to say that, in his judgment, if a man were likely to pull down a house soon, it was very unjust to award him damage, or give him any remedy against a person obstructing his lights, although, if his building were likely to continue, it would be right to do so. What would Mr. I'ANSON say to such a case as this? He knew an old house in the City, at the back of which there was a larder with a little window, and it really mattered very little—the room being used for that purpose—whether the light were obstructed or not; but at that moment the owner at the back was putting up a high building which would certainly take the light from the larder. The old house of which he was speaking must, after a few years, come down and be replaced, but, when replaced, the other building would make all the difference if the larder window became part of the windows of a suite of offices. But, as he understood Mr. I'ANSON, it would be an unsustainable case.

Mr. I'ANSON replied that it was, no doubt, so. It must be remembered, however, that when a building was pulled down, an opportunity was afforded of re-arranging the

lights entirely, and the damage done to a particular light might be of a different character altogether on re-arrangement of the premises, and it would, therefore, be hard to be compelled to pay under such circumstances.

Mr. C. J. SHOPPEE (Member) quite concurred in the observations of Mr. L'ANSON as to the desirability of there being some tribunal to which plans could be submitted, and modified as might be necessary. If two or three referees were appointed by the Government, the Board of Trade, or the Board of Works, to whom architects might submit their drawings, and who might say what modifications should be made, the result would be of great benefit to the public at large. A state of things existed with reference to ancient lights, which called for amendment, the owner of one window being able, by standing strictly upon his rights, to use the law as a means of causing the greatest possible cost and annoyance to his neighbours. He looked forward to the appointment of some proper tribunal to take cognizance of such matters, and felt sure that its establishment would be welcomed by the profession at large.

Mr. A. ROGERS (Associate), after reviewing the leading points of Mr. GARDINER's Paper, observed that there could be no difficulty with reference to the nature and extent of the rights derived from actual grants, except such as might arise upon their legal construction. All the disputes were in connection with prescriptive rights, for the adjustment of which it was no more possible to lay down any fixed, invariable rule of law than it was to do so for defining the exact nature of commercial rights.

The question of the abandonment of light was one of great importance, and called for some further comment than it had received. If a man shut out the light from a building

so entirely as to give a fair presumption that he never intended to use that light again, there could be no doubt that it would not take twenty years for him to lose the right to that light, although it would take him that time to acquire it. Three years, indeed, or even a less period, might be sufficient for the purpose, if the act left no reasonable doubt in the mind of the owner of the adjoining property that it was never intended to use that light again. It was, therefore, incumbent on Surveyors to be careful, in dealing with property, to examine and inquire into these matters, satisfying themselves that none of the rights of light to which the premises were entitled were being endangered by acts which might be construed as implying abandonment.

MR. V. BUCKLAND (Member) (interposing) said, suppose that he had an adjoining property to that of Mr. ROGERS, and that the latter had so blocked up his own lights as to justify an impression that he was going to abandon those rights, and he (the speaker) thereupon built close to Mr. ROGERS' property, could Mr. ROGERS, in that case, say, "I have ancient lights, and I call upon you to pull down your building"?

Mr. ROGERS replied that a court of law would be guided to some extent by the special circumstances of the case. It might be stated, in a general way, that prescriptive rights were gained from 20 years' user, but could be lost by abandonment in a much shorter period,—the length of the period sufficient to imply such an abandonment being regulated by the presumptive intention of the parties with reference to that light.

MR. BUCKLAND asked what would be the result, supposing he re-opened a light, hearing that a neighbour was going to build?

Mr. A. ROGERS replied that it would tell in his favour, as evidence of his not having abandoned the light.

The question of privacy was one very difficult to deal with. Take as an instance the large detached houses in the corners of Belgrave Square. There were no windows on the sides of those houses, but they were no doubt purposely built so, in order that the privacy of the adjoining gardens should not be disturbed. But suppose that windows were put in the sides of those houses, what was to be done to protect the privacy of the adjoining gardens?

Mr. DRIVER remarked that all that could be done would be to put something up in front of the new windows, the owner of the garden having a right to do what he liked on his own ground. He might erect a large hoarding if he chose to do so, or something similar to what Baron GRANT had erected against the rear of the houses in Prince of Wales's Terrace, at Kensington.

Mr. A. ROGERS (resuming) suggested that windows in certain portions of the house should be allowed or disallowed according to special covenant, a practice which, if it prevailed more generally, would prevent a great deal of litigation, and would really offer one of the most effectual remedies for the present state of things.

No doubt, under the Judicature Acts, questions connected with light will be more equitably considered and dealt with by practical men, the judges having power under the Acts to call in assessors, legal or otherwise, as might be necessary.

Mr. E. RUSHWORTH (Member) said that he was anxious, for the sake of the younger Members, to gather up into a compact form, for their use and instruction, a few of the leading principles established in course of the discussion.

It had been submitted that ancient lights were those which had been enjoyed for twenty years without dispute, and that, having such, a person must not be robbed of them by buildings erected by his neighbour; secondly, that, in the case of a substantial injury (not a mere sentimental grievance), an injunction would be granted; and, thirdly, that a person may open a window to command a view of his neighbour's ground, who, on the other hand, may put up a screen to obstruct the view, sought to be obtained. Again, a person may build upon his land close up to the edge, and so may his neighbour unless restricted by covenant, and may put a window into his building looking into his neighbour's garden, but his neighbour may do likewise, and prevent him from overlooking him.

In a well known case of a milliner in Regent Street, a lofty factory was erected on the site of a small house in King Street, at the rear of her place of business, and the occupier of a small house on the opposite side of King Street complained of a diminution of light which could not be denied. The late Mr. HANCE was the umpire, but as it could not be proved that the complainant's house was reduced in letting or selling value, no compensation was given by the umpire. There was also the case of a hatter in Piccadilly, opposite the Criterion, whose action was referred to the Master, who awarded him £50.

Mr. DRIVER said that the sum awarded was £300 altogether.

Mr. P'ANSON, in explanation, said that the compensation was small, because he delayed protesting against the works.

Mr. DRIVER who was concerned in the case, said that he could not get any instructions.

Mr. RUSHFORTH (resuming) observed that a person was entitled to vertical light, but not to lateral or horizontal light. No man could claim a right to see out of his property, or others to see into it. Perhaps some of the learned gentlemen present would favour the meeting with some observations with reference to this point. He knew of a case in Bond Street, where a tradesman made a lawful projection from his shop, like a shutter, and prevented passers-by from looking into his neighbour's shop-window. It was held that the projection being lawful, his neighbour had no remedy.

Mr. D. WATNEY (Member) said he would like to ask a question with reference to a passage on page 69 of Mr. GARDINER's Paper, in which these words occurred: "When the owner of a plot of ground grants that ground for the purpose of building a house according to any plan, he thereby implicitly grants a free access of light to all the windows of the house when built; so that he cannot place any building upon any part of the remainder of his own property which will have the effect of interfering with such free access of light, and any one who acquires any part of the surrounding land from this grantor is subject to the same restrictions." It seemed to him that this statement went either too far, or not far enough, and involved consequences of great importance to surveyors who were called upon to lay out estates for building, and let them in plots, from time to time. Perhaps Mr. GARDINER, in the course of his reply, would kindly give the Meeting some information with reference to the point which he had raised, and quote any case upon which judicial decisions had been given.

Mr. J. W. BATTEN (Associate) said that it might be useful to record the fact that the twenty years which were

necessary for acquiring the right to a light, dated backwards from the commencement of the action. If an adjoining occupier blocked a neighbour's lights for twelve months, and that blocking were acquiesced in, the latter would lose his right, but if an owner blocked his own light for even a less period than twelve months, he would not be able to say, "I have enjoyed my full uninterrupted twenty years, and am, therefore, entitled to it." One kind of case was of frequent occurrence. A gentleman had, say, a garden, very tastefully laid out, and an adjoining neighbour opened a window for the purpose of overlooking that garden. The owner of the garden writes to him remonstrating with him for so doing, and his remonstrance may have effect, but, failing this, he is powerless to prevent the nuisance, unless he puts up a screen or hoarding, and keeps it up for twelve months successively, to the great disfigurement of his property. As was pointed out in the Paper, if, in removing a light, a thin strip of that light be retained, it could still be claimed as a part of the ancient light, and a neighbour had no right to put up a hoarding which should block the new light, unless he could devise such a hoarding or obstruction as should not interfere with the light which came in through the thin slip of the ancient light which had been retained.

With regard to town improvements and rebuilding streets—the adoption of some system of notices, such as that provided for in the Lands' Clauses Acts, would be very useful. Notices could then be served upon parties interested in the surrounding property, that certain additions to or modifications in a building were in contemplation, and the compensation for any damage which might ensue could then be assessed. It could then be determined whether it would be desirable to proceed with the work or abandon it.

MR. GARDINER, in reply to the comments on his Paper,

observed that he would first address himself to an observation which fell from Mr. TUCKETT, to the effect that no reference had been made by him to the case of lights which were moved in a straight line backward from the place originally occupied by them. He might mention that the very point arose in the case of "*LEECH v. SCHWEDER*." Where a window was moved bodily away from a particular position, it lost its character of an ancient light, and a person could not be prevented from building opposite to it. Lord SELBORNE had intimated opinion to this effect, and he considered it a correct one.

It was the fact that there was no remedy against the opening of a window overlooking a property except to minimize the inconvenience by building up a screen. As the law stood, if a man chose to open out a new window, a neighbour had no right to prevent the light from coming to that window, unless he could block out the new part so as not to interfere with the old. The case of "*JONES v. TAPLING*" had settled that as law; and, further than that, injunctions had been obtained on the same grounds,—the principle holding good in both forms of procedure.

As to the suggestion that some means should be provided for giving a money compensation for the injury inflicted by damage to light, it should be remembered that money compensation, in many instances, was no compensation whatever: and the establishment of a principle that because A was anxious to improve his property, he was to be allowed to do so to the detriment of his neighbours B and C, on the condition that he gave the aggrieved parties compensation, was not to be entertained for a moment. The fact that a person was ready to accept compensation, was no reason why he should be forced to do so. A man might say that he was willing to go for such and such a price,—meaning, of course, a sufficient sum. But Lord HATHERLY had observed, "If you want

to turn me out of my house, you must pay me the sum I choose, and I will not go for anything less ;” and he was right, although this had, no doubt, led to extortion in some cases.

With reference to a remark which had been made as to the right to lateral light, the speaker seemed to be under some misapprehension, for there was no distinction between lateral and direct light—that is, if a projection be pushed out in such a way as to obstruct light to a window, the owner of the adjoining house had the same right to obstruct as though the interference took place in the front ; but it would require stronger evidence to prove obstruction.

The CHAIRMAN said that he felt sure he was only giving effect to the unanimous feeling of the meeting in conveying to Mr. GARDINER an expression of thanks for the excellent Paper which had elicited such a full and useful discussion. The whole question, it appeared to him, was one of degree, and Mr. F'ANSON had, he thought, said correctly that it was hardly possible for one case to govern another.

He entirely agreed with the suggestion that Surveyors should be appointed who might be called upon to give their opinion on claims for compensation before the whole question was launched into the vortex of law. It seemed to him that if that suggestion were acted upon—referees of high standing, whose opinions would command respect, being selected—many of these cases (except where the parties were exceptionally litigious) would be settled without recourse to law.

The Meeting then adjourned.

The following extract from a decision in the Scotch Law Courts which is held to settle in that country the question of

the acquisition of a "servitude of lights" over a neighbour's ground, by prescription, has been forwarded by Mr. T. D. SMELLIE (Member), but did not reach the hands of the Secretary in time to be read at the last Meeting with other communications of a similar character.

Report of Case,—James Morris v. Hugh McKean, 1830.

The respondent McKean was proprietor of a house in the Sandgate of Ayr, which was bounded by a close belonging to the advocator Morris, whose own house was situated on the opposite side of the close. McKean's house had been built in 1739 by his grandfather, who, while it was in the course of erection, had written on the 22nd of June the following letter to the proprietor of the close now belonging to Morris—"Sir, as you complain that I should have windows in the side wall of the house now building by me, next your close in the Sandgate of the tenement possessed by Adam Bell, I assure you I shall put close glass in these windows so as there shall be no access there to your close, and it shall be noways troubled by these windows." The windows here alluded to were windows looking into the close in question; they were built accordingly, and continued to be enjoyed without interruption till 1827, when Morris, being about to erect some buildings in his close, which would obstruct the light of the windows, McKean presented an application to the Dean of Guild of Ayr, praying for an interdict. After some procedure, the Dean of Guild proceeding, in a great measure, on an alleged immemorial custom of the burgh, whereby a *servitus luminis* was held to be acquired to houses bounded by closes by enjoyment alone, granted the interdict as craved.

Morris thereupon brought an advocation, in which the Lord Ordinary Cringletie pronounced this interlocutor. "In respect that the close in which the respondent wants to prevent the advocator from building is the latter's private property, that a *servitus luminis* or *ne luminibus afficiatur* cannot be acquired over contiguous property by mere lapse of time, during which light has been admitted into windows; that by the letter founded on by the respondent, dated the 22nd of June, 1739, the then proprietor of the respondent's house admitted the close to be the property of the advocator, and agreed that the windows to be put into the house should in no way trouble the said close.—Finds that though windows were then permitted to be put into the house, such permission did not extend to the advocator's author giving up the right of using his close as he might have afterwards occasion to do, but amounted to a mere permission to the respondent's author to have these windows as long as the advocator's author should have no occasion to disturb them, and therefore advocates the cause, assoilzies the advocator from the conclusions of the action before the Dean of Guild and decerns; finds him entitled to expenses in that Court, and in this particular process, and remits to the auditor of Court to tax the same."

To this judgment the Inner House adhered.



ONE 3RD NATURAL SIZE .

C. C. Kell Lith. London. E. C.

THE 2 QUICK STEMS REFERRED TO BY MR J. CLUTTON
IN THE DISCUSSION ON MR GREY'S PAPER ON FENCES .

FENCES USED IN AGRICULTURE.

By CHARLES GREY GREY, MEMBER.

*Read at the Ordinary General Meeting of the INSTITUTION OF SURVEYORS,
January 24th, 1876.*

MR. FRANCIS VIGERS, MEMBER OF COUNCIL, IN THE CHAIR.

The inclosure of lands by fences is so remote in its origin that it is unnecessary, even if it were possible, to trace the history of its adoption.

The usefulness of so inclosing land is also so fully admitted in this country, that I shall not attempt to make a comparison between it and the system, common on the Continent, of having large tracks of cultivated land with no divisions except paths, roads, or ditches, to serve as land-marks.

As lately as the end of the last century there were, near towns and villages in England, uninclosed fields, not commons, but owned by individuals, which have been inclosed, after re-arranging the plots so as to make the occupation of them more convenient.

These arrangements were, in some cases, carried out simultaneously with the division and inclosure of commons on which the same owners had rights. The extent of land which has thus been inclosed, whether of open fields or commons, has been very great during the last eighty or ninety years; and it may be presumed that the promoters of these inclosures were satisfied with the advantages which they would derive from their expenditure.

The stop which has lately been put to the operations of the Inclosure Commissioners, has not been caused by any change in public opinion on the advantage, to both the cultivator and consumer, of having commons inclosed, but from the stand made by certain philanthropists against depriving the public of recreation grounds. In the case of village greens and open lands near populous towns, there is, no doubt, something to be said, from a philanthropist's point of view, in favour of such reservations, though, strictly, the commoners are the only persons, besides the lords of the manor, who have any actual rights on such lands; but, in many districts, where every one's daily occupation affords abundant air and exercise, it has always appeared to me absurd to talk of reserving an open space for recreation, say, on the top of a mountain.

It is to be hoped that this question will not be allowed to rest, but that Parliament will find some means of enabling the Inclosure Commissioners to resume their useful duties.

In 1832, Sir John Sinclair estimated that out of seventy-three million acres in Great Britain, twenty-two million, or about 30 per cent. were waste; and of these he estimated that only two million acres were unfit for improvement of any kind, and three million were fit for planting, leaving seventeen million fit for cultivation or improved pasture.

He urges strongly many advantages to result from inclosing such land. For tillage they are obvious, and for pasture he enumerates, among other benefits, the shelter for stock, the protection of the plants from poaching by the feet of cattle, the drying of the land by the ditches formed by the divisions, the economy in herding stock, the prevention of accident and theft, and the division of stock according to their age and condition.

Whether we have gone too far in dividing land into too small fields, and taking up too much ground with fences, I

propose to consider, after enumerating the different kinds of fences which are suitable for different soils and climates as well as for different kinds of occupation.

First of all in importance is the hedge of quick or white thorn. This plant thrives more or less vigorously in almost every part of these islands, except on bleak mountains, on very thin rocky soil, and where exposed to the full force of the sea breeze. It is also most tenacious of life, and survives an amazing amount of ignorant and barbarous treatment, such as the hacking of its stems and cutting away of its roots, to which it is subjected by so many farmers. For pasture land, when full grown, it acts as a shelter for stock both from wind and sun, and, if properly treated, forms a fence which no animal can force its way through, even when not deterred by the thorns which he must encounter, and for tillage land it can easily be kept within such bounds as to be no hindrance to the growth of any cultivated crop.

The first consideration in making a thorn hedge is the choice of plants, and it cannot be too carefully borne in mind that only those which are short and bushy, both above and below ground, should be selected. A seedling which has not been transplanted has one stem and a long tap root; when transplanted into the nursery and pruned down it throws out a number of branches and fibrous roots, and when transplanted a second time it has a bushy mass of fibres, which are ready to take root when it is planted in the hedgerow, and this is the proper condition for safety in planting a hedge. When the hedge is to be made in rich and deep soil, plants of a considerable size may be used, but in thin or poor soils, and in exposed situations, the plants should be small, particularly if they are brought from a nursery more favourably situated either as to soil or climate. It is usual, before putting the plants into the hedgerow, to cut the top to within a few inches of the root, and leave only

an inch or two above the soil. If this be not done the branches often die off, and the fresh shoots do not grow so well or regularly as from the clean cut stem.

The preparation of the ground for a hedge depends much on the nature of the soil. Generally, I prefer planting it on or a little above the level of the ground, but this is not the common practice, and it must be admitted that there are, in many cases, sound reasons for departing from it. Where there is not much depth of soil, or where the sub-soil is cold or wet, the hedge is planted on the top or on the side of a bank, formed by digging a ditch at one side and taking some of the surface soil off the other side, so as to produce an artificial depth of good soil in which the plant may thrive for a few years till it has been sufficiently established to find its living in the adjacent soil.

The ditch is frequently made of greater width and depth, and the soil is used for making a bank at the back of the hedge, and, where paling is scarce, this is often done to save expense by having posts and one or two rails on the bank, and sometimes by fixing a dead fence of branches or thorns on the outside of the ditch by digging them into the ground. Unless, however, there is a broad offset where the thorn is placed, to hold moisture, this bank acts like a roof from which the rain runs off.

I have seen a hedge planted in this way, on each side of a bank, in the moist climate of the south-west of Ireland, entirely die out; while a hedge at the other side of the field, planted two years later on the level of the ground, became a perfect fence in eight or ten years.

Hedges are sometimes planted in a double row, the plants being put in zig-zag, and, if expense be not considered, a thick fence is sooner obtained; but there is more trouble in keeping down weeds, as the spade is of little use, and unless

weeds are kept down, there is little chance of getting a good bushy hedge.

While mentioning weeds, I would point out a very common mistake made, especially by farmers, viz. : allowing grass and weeds to grow all the summer to be cleaned out in winter. The idea, no doubt, is that the hedge will be free to grow in spring, and some people even fancy that weeds keep the plants warm during winter, and that it is sufficient to remove them early in spring.

The result of this is that no buds are set in autumn, where the plants are choked by the weeds, and therefore in spring there are no buds to shoot out. If the hedge is considerably over the weeds, it makes all its shoots above the weed line and becomes open in the bottom,—the worst habit a hedge can fall into.

The distance at which plants may be placed, may vary from 4 inches to 10 inches according to circumstances.

On pasture land, the young hedge should be protected by posts with at least two substantial rails if cattle only are kept, but with three or even four rails where there are sheep and lambs. This paling should be at least 4 feet from the hedge.

If the posts be hard grown split oak, single larch poles not quickly grown or even Scotch fir very slowly grown on rocky ground and sawn into two or four posts, they should stand till the hedge is a fence, and it is more economical to use such than to have to renew the posts before the hedge is grown.

Where rails are difficult to be obtained, and I would add where there is no fox hunting, wire may be substituted for timber rails, but, even in this case, it is desirable to have one timber rail on the top. In a hunting country there is no excuse for running wire in the hedge itself.

The greatest enemy to a young hedge is the rabbit, and I know no way to prevent him eating the hedge but to catch him.

The next fence in importance to the thorn hedge is the stone wall or dyke.

That built with mortar throughout, by masons, being used chiefly for parks and small inclosures, does not need any description ; but the dry stone wall is very extensively used in high bleak districts or on rocky ground where white thorns will not grow, and for purely sheep farms where hedges would need protection from the nibbling and rubbing of sheep, even when grown up.

The building of a dry stone wall is quite an art, and one in which I fear the number of artists has sadly fallen off. To stand for sixty or seventy years, this fence should be built of stones with two flat sides on a firm foundation ; there should be two courses of "throughs" or large stones going quite through the wall, and the inside should have every space carefully filled with stones fitted into it. The top should then be made flat at a height of $4\frac{1}{2}$ feet, and covered by a coping of different sized stones set on edge, always having a flat edge to stand on, and being tightly packed together. This fence will turn any sheep, and, when well built, will stand for many years.

If lime can easily be had, it is useful to lay the "throughs" and coping in mortar.

Such fences, though not ornamental to the country, afford a good deal of shelter.

It has been said that stone walls, taking up, as they do, so little ground, would be found suitable for tillage land. I would not deprecate their use where stones are abundant, but implements of tillage cannot be used to within 2 or 3 feet of a wall without endangering it, and I doubt whether much,

if any, ground would be saved, and they certainly do not add so much to the beauty of a country as a hedgerow.

Wire has latterly come much into use for fencing and, in some situations, it is decidedly valuable, though I doubt whether the hopes at first held out of its durability have been realized. These fences are generally made with timber posts, and are best suited for localities where stones are too expensive, or where the ground is too soft to carry a stone wall, and where a hedge will not grow. They are thus most generally found where moor lands have been divided into large inclosures. Some years since I inclosed some mountain sheep farms with wire, and built, in several places where the ground was firm, two cross walls inside the farm for shelter. This turned out to have one advantage, viz. : that when snow drifted, the sheep were all found at these shelters instead of having to be sought for round some miles of boundary. There was another and quite unexpected result, viz. : that after a severe storm some of the posts and wires were found driven straight down into the ground, which was difficult to account for with so small a surface for vertical pressure. The only solution I could suggest was that the snow had partially melted and then frozen at the top, and when the snow below had melted a heavy mass of ice had pressed equally on the posts and wires.

Such fences as I am describing should have five wires, and may sometimes require six. The posts should have one flat side in the line of the wires, which are fastened to them by wire staples. When the staples are driven into the round side of a post they very soon become loose. It is also observed that posts stand much longer when their position is the same as in the tree, though, to save trouble, the smaller or upper end, being more easily pointed, is sometimes driven into the ground.

Some people suppose that the sap is longer retained when the tree is left top up, but I suspect the reason to be that, when set upside down, the post is top heavy, and the smaller end has less hold in the ground than the thicker end. Besides the saving of time in erecting this fence, the advantage of the use of staples, over putting the wire through holes bored in the posts is that, when a post rots at the ground, it can easily be replaced without disturbing the rest of the fence.

For the temporary division of pasture lands, or the protection of hedges or for clumps of trees which may ultimately be left open where cattle are kept, I think strong post and wood rails are much to be preferred to wire, and in countries where wood is abundant such a fence is not expensive.

I think the above are the principal fences in general use on farmed land, and most others are either peculiar to certain purposes, or to the fancy of the owner. Such are sunk fences round pleasure grounds, iron rails for the same, or for deer inclosures, holly, privet and beech hedges, which hardly come within the scope of this Paper.

Sunk fences, however, are sometimes advocated for inclosing plantations where hedges die out when overshadowed by trees, or are destroyed by game, and they give an unobstructed view into the wood, and are not broken down by trees falling over them, as a hedge or wall would be. These are all advantages, and in very dry ground they may prevail; but one objection is that in wet ground the bottom is apt to be filled with leaves and plunged by cattle.

Beech or Hornbeam is sometimes planted with success to fill gaps in old hedgerows, and, when pruned into a stubby bush, is more or less a substitute, but it still lacks the thorns which have so deterrent an effect on vagrant beasts.

Next, as to repairing fences. The hedge is the only kind that needs any description, as the mode of repairing all other kinds is sufficiently apparent. It may be objected that hedges are a constant source of expense to keep up. If well managed, however, the cost is not great, and there is no fence which is subject to so much abuse under the name of repairing. In one district which I know, the custom forty years ago was to allow hedges to grow uncared for till they covered too much ground, and then to hack them off at three feet from the ground. The result was a bushy top and open bottom, which sheep and young cattle could push through. Prizes were offered at ploughing matches for hedge cutting, and hedges which were not quite ruined have been again converted into good fences. A hedge should be clipped every year or two, sloping from top to bottom, hog-mane form, or in the shape of the vertical section of a cone. If the upper part project over the lower, the lower branches cease to put out shoots, and ultimately die, and the hedge becomes open at the bottom. When the hedge has attained too great a size, one side should be cut well back, when the field at that side is to be for two or three years in tillage, so as to allow it to be well set before cattle or sheep come in contact with it. When this side has had a few years growth the other side can be treated in the same way. The cut should be made with a sharp knife, upwards, at an angle of 60 or 70 degrees with the horizon. The fashion of clipping with two handed shears is, I hope, dying out; even the chopping with a hedge knife, used in both hands, is slow. The best hedger, and I speak of those in Scotland and the Border Counties, stands further from the hedge, the knife held in the right hand near the end of the handle, and guiding it lightly with the left, he makes a wide circular sweep, the implement going its full length over his hand. He should then bring his knife round with a sweep

for another upward slash, but sometimes he adopts the objectionable plan of making a return cut downwards. A great deal of work is got through, and well done, in this way.

An old and open hedge may be made into a good fence by laying, if properly done; but this, again, requires skill and observation. A gap is often made wider by laying a branch across it and keeping it down by a sod, which serves so naturally to step upon that a road is soon established over it. Also, by cutting the stem downwards, the rain gets into the heart and the stump soon decays. The branch that is to be laid should be pruned of its superfluous twigs, then a sharp clean cut should be made upwards, half through the stem, within a few inches of the ground, and the branch bent over and fastened by pegs made from cut off branches, at about the same height as the cut, or inclining slightly upwards from it. Any intermediate stems that are not laid, should be cut with a clean cut upwards slightly above the level of the laid stems. I have seen a splendid hedge produced, in a few years, in this way, from a neglected old fence with gaps ten or twelve feet wide at frequent intervals.

It is very important that this kind of work should be well done, for it is of no use planting young quicks to fill up gaps in an old hedgerow,—they will not grow unless entirely fresh soil is substituted for the old. If a hedge is too far gone to be restored by laying, it is better to plant a new hedge on fresh ground.

A hedge should never be cut in frost, or till the frost is well thawed out of the wood. Hedges so cut either do not grow again, or grow very slowly for many years after; neither should the ground about the roots be disturbed during frost. The permanent mischief which can be done in a short time by an unskilful hedger is so great that care should be taken to have a thoroughly good man on every estate; and for all

work beyond what he can do himself, young men may be employed under him as learners, and thus a succession of competent men may be secured.

As an example of what may be done, I may mention one estate in Scotland of 9,000 acres and about £14,000 rental, where a hedger at 22s. a week and a lad at 15s., keep about 40 miles of fences in repair.

Those between fields are not switched regularly, but cut occasionally as they may require and as the cropping allows. Half the cost of the internal farm fences is paid by the tenants.

Generally, however, hedges are cut and dressed by woodmen or others when they can be spared from their regular work, and these are often unskilful hedgers.

I intended to have made some comparison between the cost of different kinds of fences, but this varies so much in different localities, and the prices have increased so greatly that any such comparison would, I fear, be of little use.

For instance, Sir John Sinclair says a dry stone wall could be built in Scotland, in his time, 5 ft. high for 1s. a lineal yard. In Perthshire, a few years ago, the same fence cost 1s. 6d., exclusive of carting stones, and in Northumberland, to-day, 2s. 3d. without carting, and 3s. 3d. if stones are to be carted one mile. But the prices at the same time vary in different places, according to the cost of getting the stone, and the suitability of the stone for working into the wall.

Five years ago I had offers to build a stone wall (including quarrying and carting stones), varying from $9\frac{1}{2}$ d. to 2s. 2d. per lineal yard, and I should think the contractor who took it lost money. This wall had two lines of "throughs," and was 4 ft. 6 in. high, with a rough cope at the top. Again, the prices of planting a hedge and railing it on each side, are given to me, varying from 2s. 6d. to 3s. 8d. a lineal

yard, but this also depends on the nature of the ground and the price of wood at the place.

Wire fences made with larch or sawn Scotch posts, 7 ft. apart, and five wires, cost from 1s. 2d. to 1s. 6d. per lineal yard. I have put up many miles within the last eight years at the former price.

From this comparison a wire fence would appear to be much cheaper than a wall or hedge, and it was expected that such a fence would last for twenty years with a few repairs to posts. I doubt whether this hope will be realized, and, even with the renewal of posts, whether the wire will last much beyond that time; whereas there is no reason why a hedge, under proper treatment, should not last for a century, with little cost beyond the yearly switching. Many railway hedges give evidence of this, and I know one where about sixty miles of railway was planted with hedges over forty years since, and on examining these hedges lately, I could see no reason to prevent them being as good sixty years hence as they are to day.

Gates are essentially a part of fences, inasmuch as a fence is generally useless, with an open gateway in it. As it is important that a gate should be easily opened to allow a passage across the line of fence, so it is necessary that it should be easily and effectually closed so as to remain shut to fill its place as part of the fence.

In order to insure these two purposes the gate posts, or the hanging post at least, should be of strong material of sufficient size and weight, and be so firmly fixed in the ground that it will not yield to the weight of the gate.

Where stone can be had it makes the best posts, for they do not decay, and are rendered useless only when broken, which must be the result of great carelessness. Where stone posts cannot be had, wood is generally used, and if the material be old oak or slowly grown larch it will

last many years. A wood post should stand four or five feet above ground and be sunk three feet into the ground.

The upper part should be cut square with the edges rounded, or be octagonal, and the lower part should be as large as the size of the timber will permit. The earth should be firmly beaten in round the post when it is dry. Stone posts may be smaller than wood.

Gates may be made of iron or wood, and the wood used may be foreign wood, sawn oak, or larch, or several other descriptions.

The chief point is the principle upon which the gate is constructed, though the fancy of the owner or the purposes which it is to serve, may determine the number of bars and cross bars and their positions, and the height of the gate.

If a gate were made only of its two styles and five horizontal bars, it would soon lose its rectangular shape; it must therefore be provided with a strut in the form of a diagonal bar from the bottom of the hanging style to some point in the top bar. The greatest strength would be given by placing the strut at an angle of 45° , but as the gate should be nine feet long and may be only four or five feet high, this position would leave too much weight on the top bar beyond the strut: on the other hand, I think, too much strength is lost by carrying the strut to the end of the top bar, as is often done. I prefer having it notched into the top bar about twenty inches from the end of a nine feet gate, and putting a light upright bar from that point or from where the strut crosses the second bar, down to the bottom bar, merely to make the gate more rigid. The bars may all taper to the falling end to make the gate hang more lightly, and the falling style should be lighter than the hanging style.

The strut should be notched into the hanging style; the pressure on that point being too great for a wood peg driven

through both. In this construction the tension is on the top rail, which is often only mortised into the hanging style, and fastened by a wood peg. This is insufficient, and the result is that the gate soon falls forward.

To prevent this, the iron straps which hold the eye should be carried along the sides of the top bar, and bolted on to it. The top bar should be stronger than the others, but still not so wide as the style, and therefore pieces of wood must be put under the straps to let them lie straight.

The usual mode of hanging is to have a crook on a bolt driven through the gate post, and an eye on the gate hinge. It is well to run the bolt quite through the post, and having a thread at the end fasten it with a washer and a nut. In this way the gate may be raised slightly when inclined to fall forward. It is not necessary to go into the particulars of the scantlings of the parts, nor to describe the various modes of fastening; but for a gate that is not being constantly opened a chain and hook is the least liable to be opened by accident.

When gates are made of iron it is better to run the diagonal from the top of the hanging to the bottom of the falling style, so that it acts as a tension rod, and must therefore be firmly fixed at both ends. The bottom bar, in this case, becomes a strut and should be inflexible, angle iron or T iron answering the purpose best.

I now come to consider the question whether there are not in many districts too many inclosures, and whether the fences which are required do not occupy too much land?

I think in both cases the answer must be in the affirmative.

The tendency of modern agriculture is to economize labour by the use of machinery in cultivation and harvesting, and the removal of all obstructions to the free use of such. It is quite clear that operations with those implements

cannot be conducted in small fields and with crooked fences. There is also a great loss of land by having more fences than necessary, the injury to crops from too much shelter from hedgerow trees, the harbour for vermin, the extra cost of draining by requiring too many main drains and outlets, and the encouragement to loss of time, if not to idleness, by labourers not having their work concentrated.

In the older inclosed parts of England this excess of fences is probably the greatest, but in the north and west the loss is caused very much by their unnecessary width, many old fences being great mounds of earth or piles of stones. Where plantations do not abound, there is no doubt some excuse for anything that affords shelter in those bleak countries.

Very much has been done in the last half century by agricultural improvers in removing fences, but I am not aware of any useful statistics existing to show the extent of the removal or the gain of land. The gain to those who have done this work has been so evident that they needed no proof beyond that furnished by their senses.

I shall quote only one authority, which will be acceptable in this Institution. Mr. ROBERT CLUTTON writes to me of his own district, Sussex, Surrey, and Kent:

“The wealds have been very greatly thrown open in my time. Modern farming, with the necessity of tile drainage, has gone far towards clearing the cultivated lands of hedgerows and timber.” He adds that, some years ago on one estate, as much was produced for forty years together from hedgerow timber as from rent; and on one farm of his own he has laid fields together, and in one instance, as many as nine fields into one. I have little doubt that every one who has been working in the same direction is satisfied that his produce is much increased thereby.

In an article, published twenty years ago in “Morton’s

Cyclopedia," a calculation is entered into of the ground occupied by fences in one hundred and twenty parishes in England, which I presume were in the Midland Counties. Averages are taken in seven different geological formations. To quote all the figures would take up too much space, but the general results are something to the following effect.

The fields averaged in some districts as low as four acres, and the largest averaged thirteen acres.

The width of the fences was from 8 to 12 ft. The land under fences averaged 3 per cent. in some, and up to 8 per cent. in others, of the whole land.

It is there calculated that necessary fences might be reduced in width so as to add 1·4 per cent. to the land; and that one-third of the fences might be dispensed with, adding one acre in sixty; and by these two processes there would be a gain of one million acres of land in the thirty million acres of land in England and Wales.

This can be, at best, only a rough estimate, for the same calculations do not apply to those parts of the country where the inclosures vary from fifty to five hundred acres in extent, but it is enough to show how much room there was twenty years ago for improvement in this respect, and though much has since been done in the more advanced districts, there is, unfortunately, still a great part of the United Kingdom where agriculture is very backward, and where neither land-owners nor farmers, and, I am sorry to say, land agents, appear never to have observed the fact that 3 or 4 per cent. of the land is covered with unsightly fences, encouraging the growth of weeds, and preventing the proper cultivation of the fields.

In reading lately an article in "The Agricultural Gazette" of November 1874, by a gentleman connected with this Institution, I noticed among the advantages mentioned of doing away with fences, one which I had not taken into account, viz.,

the saving in expense of keeping a number of extra gates and gate posts in repair.

The reason, no doubt, why this escaped my attention is that, in my native county (Northumberland), gates and gate posts are not usually kept in repair.

Next in importance to the economy of land by these improvements is the economy of labour, which does not at first appear.

Take a very simple example of four square fields, of ten acres each, divided by two cross fences. Supposing these fences to occupy, or render unproductive, one rod in width, the lost ground would be one acre, and if taken away would leave a square field of forty-one acres,—a gain of $2\frac{1}{2}$ per cent. But if we further consider the cultivation of this forty-one acre field; how many turnings are avoided in ploughing, harrowing, drilling, &c.; how much time is saved by the cultivation of four instead of sixteen headlands; how much economy there is in carrying off the produce from one gate instead of from field to field, and how much better the farmer can superintend the work going on in one field than in four, it will appear that all these gains are not much, if at all, less in value than the actual increase of cultivated land.

Mr. J. R. BONNY (Member) begged to propose a vote of thanks to Mr. GREY for his useful and interesting Paper on fences, or as he might call them, *defences*—for one of the principal uses of a fence was to shelter the land from cold winds. He had often found that where fields had been laid open too much to the cold wind by the removal of the fences, they suffered considerably, and this showed that discrimination should be exercised in abolishing them.

A certain number of fences were required to protect crops and stock; but there was, no doubt, great waste of

land in the home counties, owing to the existence of wide and unnecessary hedge-rows. He had just been over an estate in Berkshire which he had previously surveyed and reported on in 1867. On the occasion of his former visit, he advised the owner that he could get, for some years to come, £500 per annum for the timber which encumbered the hedge-rows. He had recently been over this estate again, and found that, in some parts, several of the wide hedge-rows had been grubbed up, and the timber, except a few ornamental trees, removed, and although he was told that a very large sum had been received for timber, it was not missed. The beauty of the estate had been enhanced, and the rental value had increased at least 10s. per acre for cultivation.

Fences should, of course, be made out of the cheapest material which the neighbourhood afforded. Stone dykes, where the material was suitable and abundant, formed very excellent fences, cost very little to repair, occupied the smallest possible space, and lasted many years; but, where stone could not be easily obtained, there was nothing to equal the old quick hedge. He had not much experience in making hedges, but to do it properly was the cheapest thing in the end. Holly, if plenty of dung were used, would soon make a permanent hedge for ornamental purposes. Hedges should never be grubbed up without due consideration, for they were much easier to destroy than to replace when once removed.

Mr. R. W. HALL (Member), after seconding the vote of thanks, observed that there was one point on which he ventured to differ from Mr. GREY, viz., as to the permanency of quick fences. There was a fence of about two miles in length on some land he had known ever since he was a child, and which some years ago appeared to be getting into bad condition. It was most carefully treated, and cut back in

the manner described by Mr. GREY; notwithstanding which it did not thrive, and, when last he saw it, appeared doomed to decay, although he was at a loss to discover the cause. True, it was on an oolitic soil of only medium quality; but, as he had observed a similar state of things in many other instances, he was inclined to doubt the permanency of quick fences, and whether they would last for an indefinite number of years, as had been suggested. It would be a serious thing for railway companies, with their hundreds of miles of fencing, if, at no very distant day, they were called upon to replant them.

Mr. J. CLUTTON (Past President) called the attention of the Members to two specimens of quick stems which he had brought with him, one of which measured $4\frac{1}{2}$ inches in diameter, while the other measured 1 inch; yet both of these, he said, were planted on the same day, and taken out of the same ground. They were both thorn, planted on his brother's property, but the smaller one had been treated in the ordinary way, being trimmed once at least, and probably in its earlier days twice, every year, while the larger one had never been trimmed at all. Three of these larger stems had been allowed to grow in the hedge, and a knife had never touched them for pruning or for any other purpose. The fact was that the greater part of the quick fences in England were damaged by over pruning. If his friend, Mr. ROBERT HALL, would chop down the bad fence of which he had complained, and put manure into the ground, he would find that it would revive. He had had the management of quick fences on some of the oldest inclosed lands in the country, and those fences were as good as in their earliest days—the cause of their non-decay being that they had never been trimmed. When fences became so large that they occupied too much ground, if they were cut

down and laid they would make as good hedges as before. It was not only the case with quick but with any deciduous plant, that if the branches were trimmed off it would not make wood. No wood could be formed without abundance of leaf, and he believed there was no other reason for the difference in the two specimens which he had exhibited.

He had been brought up in a district which had been under cultivation for many hundreds of years, and when he began life it was the custom to cut the hedges in that district periodically, every ten years. Some forty years ago, when improved agriculture was first introduced, an idea prevailed that it was the right thing to cut the hedges down, and keep them well trimmed, the result, however, being that the hedge fences were almost entirely destroyed by the constant trimming, and the only chance of reinstating them was to cut them down, and let them grow again. He had planted many miles of quick hedges, and thought that nothing was as good for the purposes of fencing.

He agreed with Mr. GREY, that unless there were some special reasons to the contrary, a quick fence would grow best on the flat. The more it was raised above the level of the soil, the less chance the plant had of pushing its roots into the subsoil on either side, while a ditch, of course, entirely prevented the roots from travelling laterally in that direction. A point, on which he did not quite agree with Mr. GREY, was with reference to the best mode of planting quicks. His experience was, that the proper plan was to put the quicks in whole, and not cut them at the time of planting. They should be cut off in the first or second year (according to the strength of the plants), and should be cut down to within two inches of the surface.

The CHAIRMAN inquired whether this should be done in the spring or autumn.

Mr. CLUTTON replied that the plant should be put in before Christmas, if possible, and he would undertake to say, that if a tree, with fruit buds on it, were planted before Christmas, the chances were that it would bear in the following year; but if planted later—say, in the spring—the probability was that these buds would fall off, and this applied to all deciduous trees; with fir trees, however, the case was different.

He might mention that he had recently received applications to plant fences in some of the cold lands of Cheshire, to shelter the stock in exposed situations.

When he began his career in the weald of Surrey, it was customary to calculate that one-tenth of the whole of the arable land was either occupied or rendered useless by fences. He had occasion, in the course of one of the discussions a year or two ago, to call attention to the improvement effected in the district of Headcorn, by the throwing together of the small fields of three acres, which he remembered was the average area of the enclosures in that district, in his early days. The result, as he then pointed out, was a great addition to the quantity of land available for cultivation.

The great point to be observed by any one who wanted to get a good hedge was not to cut it; for it could not get strong and make growth unless it had abundance of leaf; and the two stems he had exhibited would illustrate better than any description the truth of what he said.

Mr. T. M. GEPP (Associate) inquired the age of the stems referred to?

Mr. CLUTTON replied they were about thirty years old, and were planted in the same quality of soil and within a few feet of each other.

Mr. C. J. MANN (Member) said he should be glad to hear an opinion from Mr. GREY as to whether gateposts should be creosoted, or charred, or tarred, or whether it was better to leave the bark on them when placing them in the earth, to prevent them from rotting?

Mr. E. RYDE (Member) mentioned that the parish of Sheperton, up to the year 1838, was composed almost entirely of common fields. In that or the following year, the parish was dealt with under the Inclosure Act. He planted all the fences of that inclosure with quickset, and those fences were still thriving, as any gentleman who chose to go and see them would find to be the case. Quick, like any other plant, grew best on good soil, like that to be found in the parish of Sheperton. He confessed that he was surprised at the difference in the results of pruning and non-pruning as exemplified in the specimens of quick stems exhibited by Mr. CLUTTON. He planted two or three miles of quickset fence on his own property last year, and it had grown extraordinarily well, but he had given orders to have it trimmed on both sides. This, according to Mr. CLUTTON's views, was an unwise proceeding, but he had always regarded it as the way to make the best, or, at all events, the prettiest fences; and, where they were beside footpaths, it would appear to be necessary to trim them to prevent them from encroaching on the paths. It was certainly the practice in Surrey to trim the hedges once or twice a year, or, even three times in such a year as last year.

No doubt, it was very difficult to keep a quickset fence

which had once been broken down by foxhunting, in a satisfactory state of repair; but, all things considered, there was nothing which in any way approached the quick for making a durable, neat, and permanent fence.

Mr. R. C. DRIVER (Member) said that his own experience was, that a quick fence well managed was as good after forty years as when first planted.

The fence to which Mr. HALL referred, was in the *Oolite* district, where quicks did not flourish after a certain period, in consequence of the roots getting down upon the rock and dying off; in other situations, and where the soil was moderately good, and such as to give the quick a chance of taking root, it formed a thoroughly durable and satisfactory fence.

Mr. HALL said that he quite agreed with that statement in a general way, but he should like to see a fence, say, eighty or ninety years old.

Mr. CLUTTON said he could show him some two hundred years old.

Mr. P. D. TUCKETT (Member) said that he did not recollect to have previously heard any authoritative directions with reference to the management of fences, but it had always been his practice to discourage farmers from trimming fences, holding, as he did, the view that fences should be encouraged until they got to a certain height, and should then be laid. He had always noticed that a neatly trimmed fence, though most of it might be perfect, generally contained small gaps, the tendency of which was to increase and spoil

its completeness ; whereas, with a laid fence, there was no difficulty, as a rule, in getting rid of all gaps. People insisted on getting over fences, but this could be done with a laid fence without breaking it down ; whereas constantly passing through a gap spoils any trimmed fence. He was quite satisfied that quick made a better fence when judiciously laid than when trimmed from time to time. It was all very well to speak of fences in Leicestershire, and other fertile counties, where quick flourished almost without tending of any kind ; but he wished that some one could tell the meeting how to grow a hedge on some of those poor, sandy, lands where quick would hardly grow at all. In the Cotswold district, stone walls were generally used ; but he had to fence in some miles of new plantations on thin sandy soils, overlying the chalk, where quick would not really flourish, notwithstanding the care bestowed upon it by a most experienced woodman, and a considerable outlay of money. Beech had also been tried, but it made a very poor hedge, and, as no suitable stone was obtainable for walls, it was difficult to get any kind of good permanent fence. He might mention that, many years ago, one of the Vice-Presidents of the Institution elaborated the subject of the loss of labour on small inclosures, to a very much greater extent than Mr. GREY had done. It was, he believed, about twenty years ago that Mr. STURGE, of Bristol, wrote a Paper on farming in Somersetshire, which appeared in the *Royal Agricultural Society's Journal*, and contained calculations which excited much attention at the time, of the loss sustained by reason of the great number of unnecessary turns which the plough or other implement made in cultivating small fields, and the result was shown to amount to something extraordinary in proportion to the value of the land.

Mr. CLUTTON said that the two quick stems which he had exhibited grew upon his brother's estate, in what was called the Wealden district, upon the edge of the green sand. As Mr. RYDE had expressed surprise at the difference in the size of the two sticks, he might again refer to the circumstance (mentioned in this room before), that there was an oak tree now standing in Whichwood Forest, which stood in the same garden upwards of two hundred years ago; the garden was attached to one of the keeper's lodges, and there had only been three keepers living in that lodge during that period, each occupant — father and son succeeding each other — having lived to be over eighty years of age, and the tree had been constantly trimmed ever since it was planted. When he first saw it, it was a little bigger than the larger of the sticks which he had shown to the Meeting, and he believed he could now, with the assistance of one other person, easily carry it into the room. This result, he believed, was simply due to continually cutting off the shoots, and thus obliging the tree to produce new shoots to replace them, and new leaves.

Mr. T. M. GEPP (Associate) observed that by the removal of its leaves, a tree lost what was equivalent to a lung in man, being thereby deprived of a portion of its respiratory power.

Mr. C. OAKLEY (Member) said that all would agree that a good quick hedge was the best possible fence, and that the better the soil the better the fence would grow. It was often a question, when a fence was broken down by cattle, by neglect, by drip from trees, or by some other means, as to the best way of repairing it, and whether

it was the right thing to plant young quick, and fence it on both sides. He would be glad if Mr. GREY, or any other gentleman, could offer any suggestions as to the treatment of old quick hedges, and as to how far a farmer could be compelled to make good a neglected hedge, by replanting and fencing, or otherwise.

More land was wasted in Devon, owing to the existence of unnecessary banks and fences, than in any other county. He recollected a Paper which appeared in the *Agricultural Society's Journal* some twenty years ago, in which statistics were given, showing that hedges and cross fences, in some parishes near Totnes, occupied something like $12\frac{1}{2}$ per cent. of the ground. No doubt substantial fences were necessary, in many districts, for purposes of protection from the wind, but, on the other hand, it should be remembered that they were a harbour for vermin, and disadvantageous in many ways.

Another point to be considered was the laying out of freshly inclosed land. It appeared to him to be open to discussion how far it was desirable to make hedges at all on newly enclosed arable land, and whether it was not quite as advantageous for the farmer to let the arable lie without fences, leaving the tenant to put up his own hurdles or sheep netting as he required it, when he had to feed near crops. It appeared to him that the loss of ground occupied by hedges, and the expense of repairing and maintaining them, was such that it was open to consideration whether freshly inclosed land was not better without hedges at all, except in exposed situations.

Mr. J. BINFIELD BIRD (Member) said that he had had some experience in these matters. The principal thing to consider was the preparation of the soil and the for-

mation of the bank which was to receive the quick hedge. In some cases he found it answer best to keep a bank above the original surface, planting the quick in trenches and well manuring it, and never cutting the hedge until it was four or five years old. That was the practice, at any rate, in parts of Hampshire, and the Isle of Wight, and it answered very well, and cost something like 1s. 1*d.* per rod. A rapid and vigorous growth was secured by the plan which he had mentioned. The bank should be about 2 feet 9 inches high and 2 feet wide at the top, so that a man could go along it in the spring or autumn and fork out the weeds. Mr. GREY had, no doubt, observed that, in cases where the earth was only slightly banked up, and the soil left untouched beneath the quick, it suddenly became stunted in its growth, and formed no fence at all, and that, where openings occurred, it was impossible to fill them up by planting anything to grow in the place of the original quick. He had heard this ascribed to the drip from the higher branches, and also to the draught created by the opening, which, it was said, killed the young plants. He said that whitethorn was best for the purpose of making good a hedge, and he should like to know whether it was possible to get something else to grow for stopping up the gaps that were so unsightly, to say the least of them.

Mr. GREY, in reply, after acknowledging the vote of thanks, said that he had not pretended to read an exhaustive Paper on the subject of fences in general, but had confined himself, principally, to that species of fence most in use, and to the consideration of which the discussion had been mainly addressed.

The specimens exhibited by Mr. CLUTTON were very interesting, and his remarks were in perfect accordance

with the views advanced in his Paper. He quite agreed with Mr. CLUTTON, that a much larger tree was obtained by abstaining from pruning either the branches or the roots, which stunted its growth. He had once seen a very curious little oak tree. It was a most perfect miniature oak. This result had been produced by cutting a trench round it every year, at a distance of three or four feet, the consequence being that no shoot was put out more than a quarter of an inch long, and then several smaller ones. That was a result produced by excessive interference with the processes of nature; but it was possible also to err in the other direction. It was questionable, for instance, whether a man would like a fence on his farm with stems the size of the larger specimen exhibited. He did not advocate the trimming of a hedge when young, but that it should be allowed to grow to a certain height before it was cut; and, if not a road fence, it should not be trimmed every year.

With reference to Mr. HALL's remarks as to the durability of hedges, he might mention that he knew districts where hedges, situated upon poor gravel, had died out when fifteen or twenty years old, and the dead stems were left standing. But, on the other hand, he knew of hedges growing on gravelly land, on the road from London to Edinburgh, which were planted by his father about the year 1815, and some of them were as good now as they were thirty or forty years ago, and he saw nothing to prevent them being equally good 100 years hence. These hedges had not always been trimmed every year. The best of them were on the old mail coach road. They were for the most part about 8 feet high, and 4 feet wide at the base, and his brother, who had lived on the property for many years, had always kept them well trimmed, slightly rounding the

lower branches so as to enable them to escape the droppings of the branches above. He remembered them, as a boy, being allowed to grow to a considerable height, and then cut down. He knew some hedges which were probably sixty or seventy years old, and they had stems very much larger than that exhibited by Mr. CLUTTON. He knew of others which were higher than the Meeting Room, and for clipping one or two of them the farmer had a long ladder, such as house builders use, and he took pride in trimming up one part of these hedges like a wall, leaving other parts untrimmed, and hanging over like trees. On thin soil or chalk, these hedges could not probably be kept alive, although manure might help them under such circumstances.

Mr. TUCKETT remarked that with three or four miles of plantation fence, manure could not be applied without great expense.

Mr. GREY, resuming, said that was no doubt so. On moory soil, however, he had found it beneficial to strew broken bones along the roots of the hedge as manure.

It was suggested by Mr. OAKLEY that it might, under some circumstances, be better not to have fences at all. That of course was entirely a question of locality. The saving of space would be considerable, but in many places it would lay the land open to the cold north or east winds and probably kill the crops.

With reference to the question asked by Mr. MANN as to the charring of gate posts, he might observe that, if wood be charred, tarred, or creosoted, before being put into the ground, it would endure for a long time; but the part of the post which decayed was not that portion which was in the ground, but the part just on the surface. When larch

was used for the purpose, it was not unusual to find the surface entirely rotted, while the heart remained as sound as ever.

A Member had asked what was the best thing to do with a tenant who left his hedges in bad condition. The best thing to do with tenants likely to do anything of the kind, was to get rid of them, and endeavour to find better ones in their place. In many districts, all that the outgoing tenant was expected to do, was to leave his fences so that they would turn cattle. To meet this requirement, they would patch them up in a temporary manner, and farmers called upon to arbitrate against one another would say, "This will turn cattle; and you cannot very well make him plant a new hedge, though he may have left stems growing five or six yards apart."

As to planting new hedges to fill up old ones, it had been said that they would not grow on account of the draught in the gaps. He was quite satisfied that whitethorn would not grow on the same ground again; but it was not from the draught or anything of the kind. He had laid out a new hedge on a give and take line, and got a splendid hedge in the new ground; but the quick utterly refused to grow wherever the new fence crossed the site of the old one, from which he concluded that the ground was exhausted for that particular plant, and that the only chance was to carry away the old soil, and put new in its place. In cases where he did not mean to plant new hedges altogether, he had tried hornbeam and beech, and by laying it and letting it grow pretty strong, and then cutting the branches when they had attained to a good thickness, it was possible to get a stunted bushy fence in between, but never so good as the hedge.

The CHAIRMAN inquired whether Mr. GREY had ever tried a mixture of whitethorn and beech.

Mr. GREY replied that he had tried whitethorn and holly, and whitethorn and privet, and had also planted a good many hornbeams in hedges, but he was afraid they were going to die out. He did not much care about mixed hedges, as they were not always fit for clipping at the same time, and he much preferred a good quick hedge.

Mr. CLUTTON observed that he would never have been afraid of transplanting an old quick set hedge, even after it had been growing for fifty or sixty years, if care were exercised, but of course always in the autumn.

The CHAIRMAN asked Mr. CLUTTON whether he had ever tried to fill up a hedge with large sized quick.

Mr. CLUTTON replied he had, and that it would grow if put in of sufficient size. Anybody who knew the Regent's Park, would remember the size of the thorns growing there. They were transplanted when much bigger than the larger of the specimens which he had shown, and his brother had fences, some 10 chains long, which once formed part of an old fence which he removed from another part of his farm, where it had been previously growing for some twenty-five or thirty years.

The CHAIRMAN said that he had, at the present time to deal with some quick-set hedges, twenty-five or thirty years old, and was at a loss to know how to repair the gaps in them. Therefore it was very interesting to hear that quick hedges of considerable growth could be transplanted

with some chance of their living ; for he had two fences which he had made up his mind to grub, and he should now try what a transfer of them into his gaps would do.

There was certainly a marvellous difference between the two stems which Mr. CLUTTON had exhibited. In a hedge of his (the Chairman's) some shoots had been allowed to grow, and form a head above the fence. The difference between the size of those stems and others which had been regularly trimmed was most striking, and quite bore out Mr. CLUTTON's theory. He was sure that all the Members present would join in a vote of thanks to Mr. GREY for his useful addition to the pages of the *Transactions*.

The vote of thanks having been carried unanimously, the Meeting adjourned.

DISCUSSION ON THE AGRICULTURAL HOLDINGS (ENGLAND) ACT, 1875.

INTRODUCED BY A PAPER

BY

MR. DANIEL WATNEY (MEMBER),

*At the Ordinary General Meeting of the INSTITUTION OF SURVEYORS,
February 7th, 1876.*

MR. THOMAS HUSKINSON, PRESIDENT, IN THE CHAIR.

THE PRESIDENT said that the subject of the discussion that evening was one which had hitherto occupied a good deal of the attention of Members, and the time had now arrived when action would have to be taken.

He would only say a few words by way of introduction to the debate, which would be opened by Mr. WATNEY. The Act was one of great importance, addressed, as it was, to more than 20,000 occupations in all parts of England, embracing both the large estates, such as were to be met with in the eastern counties, as well as lands on the western side of this island, consisting for the most part of small holdings, chiefly grass, and all would feel that any measure dealing with interests of such magnitude, demanded the serious consideration of every one concerned. The large estates of this country, being in the hands of wealthy proprietors, furnished the best examples of management; and to such as these it might be said that the Act did not so much apply. But, as regarded the smaller estates, in the

hands of owners less fortunately circumstanced, those who had any acquaintance with such holdings, must admit that the Act afforded facilities for important improvements, and that a measure of this kind was needed to entitle the tenant to be recouped for any outlay, of which he would not otherwise reap the benefit. It might be that some of the owners of large properties in this country would contract themselves out of the operation of this Act; not necessarily because they objected to the principles which it embodied, or to any advantages which it conferred upon the tenants—for in many instances large estates were held on more liberal terms than the Act itself provided—but because all parties were perfectly satisfied with existing arrangements. He begged to suggest that the discussion should be directed not so much to principles as to the details of the Act, with which, as land agents, Members might be called upon to deal.

Mr. WATNEY then proceeded to read the following Paper:—

THIS Act, which commences from and after the 14th day of February instant, extends to England and Wales only, and applies to all agricultural or pastoral holdings of two acres and upwards, in respect of which the “contract of tenancy” (interpreted by the Act to mean a letting of land for a term of years, or for lives, or for lives and years, or from year to year, or at will) begins after the said 14th February, unless the Landlord and Tenant agree in writing that this Act, or any part or provision thereof, shall not apply to the contract.

It also applies to all current contracts of tenancy from year to year, or at will, if, within two months after the said 14th of February, neither Landlord nor Tenant gives notice in writing to the other to the effect that he (the person

giving the notice) desires that the existing contract of tenancy between them shall remain unaffected by the Act.

The relations now existing between Landlord and Tenant will be so vitally affected by this Act, and the number of Landlords interested (as shown in the Return of the "Land-owners of the United Kingdom," just issued by the Local Government Board) is so large, while the interests affected are so extensive, that it is, in my opinion, most expedient, before advising their clients on this important question, that the Land Agents and Surveyors who are Members of this Institution should have an opportunity of discussing the provisions of the Act, and have the benefit of hearing the different opinions which may be expressed. I propose, therefore, in opening the discussion, to give a brief *résumé* of the Act itself, and then to give my views upon it.

The general application of the Act is *permissive* and not *compulsory*, and by section 54 the freedom of contract between Landlord and Tenant is vindicated.

The Act does not affect *current* contracts for terms of years or for lives, or for lives and years; but it does affect all current contracts of tenancy from year to year, or at will.

The chief object of the Act is to secure to the Tenant, on the determination of his tenancy, compensation in respect of improvements executed by him on his holding during his tenancy *after* the commencement of the Act, where the Tenant by custom of the country or contract is not entitled to claim compensation for such improvements, and the improvements in respect of which a Tenant shall be entitled to obtain compensation, are defined by the Act and are comprised in the following classes:—

1ST CLASS.

Drainage of Land.

Erection or Enlargement of Buildings.

Laying down Permanent Pasture.
 Making and Planting Ozier Beds.
 Making of Water Meadows or Works of Irrigation.
 Making of Gardens.
 Making or Improving of Roads, or Bridges.
 Making or Improving of Watercourses, Ponds, Wells, or
 Reservoirs, or of Works for Supply of Water for Agri-
 cultural or Domestic purposes.
 Making of Fences.
 Planting of Hops.
 Planting of Orchards.
 Reclaiming of Waste Land.
 Warping of Land.

2ND CLASS.

Boning of Land with Undissolved Bones.
 Chalking of Land.
 Clay-burning.
 Claying of Land.
 Liming of Land.
 Marling of Land.

3RD CLASS.

Application to Land of Purchased Artificial or other Pur-
 chased Manure.
 Consumption on the Holding by Cattle, Sheep, or Pigs, of
 Cake or other Feeding Stuff not produced on the
 Holding.

No improvement under the first-class shall be deemed
 unexhausted at the end of 20 years after the year of tenancy
 in which the outlay is made; under the second class, after
 the end of 7 years; and, under the third class, after the end
 of 2 years.

The Tenant shall not be entitled to compensation in
 respect of an improvement of the first-class, unless he has

executed it with the consent of the Landlord; and the amount of his compensation is defined by the Act to be the sum laid out by the Tenant on the improvement, with a deduction of a proportionate part thereof, for each year of the stipulated 20 years then expired; but if the Landlord was not, when the consent was given for the execution of the improvement, absolute owner of the holding for his own benefit, then "the amount of compensation shall not exceed a capital sum fairly representing the addition which the improvement, as far as it continues unexhausted at the determination of the tenancy, then makes to the letting value of the holding"; but a deduction is to be made of any sum reasonably necessary to be expended for the purpose of putting the improvement into tenantable repair or good condition.

The Tenant shall not be entitled to compensation in respect of an improvement of the second class unless, within forty-two days before beginning to execute it, he has given notice to the Landlord of his intention to do so, nor where it is executed after the Tenant has given or received notice to quit, and the Tenant's compensation under the second class shall be the sum *properly* laid out by the Tenant on the improvement, with a deduction of a proportionate part thereof for each year of the stipulated seven years then expired.

The amount of the Tenant's compensation in respect of an improvement of the third class shall be "such proportion of the sum *properly* laid out by the Tenant on the improvement, as fairly represents the value thereof at the determination of the tenancy to an incoming Tenant," but he is not entitled to any compensation, where, after the execution thereof, he has taken from the land so improved a crop of corn, potatoes, hay or seed, or *any other exhausting crop*; nor shall he be entitled to compensation for consuming cake or

other feeding stuff, where by custom of the country or by agreement he is entitled to the additional value given by that consumption to the manure left on the holding at the determination of the tenancy. In ascertaining the amount to be paid to the Tenant, there shall not be taken into account any larger outlay by the Tenant during the last year of the tenancy than the average of the three last preceding years, and a deduction shall be made of the value of any manure which would have been produced by the consumption of any hay, straw, roots, or green crops, sold off the holding within the last two years of the tenancy, and in respect of which no proper return of manure has been made.

The amount of Tenant's compensation shall in all cases be subject to deductions for all Rent, Taxes, Rates, and Tithe Rent Charge, for which the Tenant is liable, also for any benefit which the Landlord has given or allowed to the Tenant in consideration of the improvement, and by section 60 of the Act there is a general saving of all powers, rights, or remedies of Landlord or Tenant, exerciseable by virtue of any Act, or under any custom of the country, or otherwise in respect of any improvement, waste, emblements, tillages, away-going crops, fixtures, &c., &c.

If the Tenant make a claim in respect of an improvement, he can also claim compensation for any breach of covenant or other agreement, committed by the Landlord, but in the event of a Tenant claiming compensation for an improvement, the Landlord is entitled, by counter claim, to obtain from the Tenant compensation in respect of any waste, breach of covenant, or other agreement connected with the contract of tenancy, but the Landlord cannot obtain compensation in respect of waste or breach of contract committed or permitted in relation to a matter of husbandry, more than four years before the determination of the tenancy.

The Tenant must give notice to the Landlord of his intention to claim compensation under the Act, at least one month before the determination of the tenancy, and in the event of such notice being given, the Landlord may, within fourteen days after the determination of the Tenancy, give notice of his intention to make a counter-claim, but all such notices are to state—*as far as reasonably may be*—the particulars of the intended claim, and every appointment, notice, request, or demand must be in writing, and may either be served personally or sent through the post in a registered letter.

The Landlord or Tenant may agree as to the amount of compensation to be paid; but, failing this, the difference shall be settled by reference, and sections 22, 23, and 24 provide for the appointment of the referee, referees, or umpire. The chief points worthy of notice are that, failing the appointment of a referee by either party within fourteen days after notice, power is given to the Judge of the County Court (or by consent of the Registrar) to appoint a competent and impartial person; and if within seven days after request from either party the referees fail to appoint an umpire, power is likewise given by the County Court to appoint: but either party may, on appointing a referee, require that the umpire shall be appointed by the Enclosure Commissioners for England and Wales, and either party may, on appointing a referee, require that the umpire shall be appointed by the County Court; but if the other party dissent, then the appointment, on the application of either party, must be made by the Enclosure Commissioners.

A single referee must make his award within twenty-eight days after his appointment,

Two referees must make their award within twenty-eight days after the appointment of the last appointed of

them, or within such extended time as they may jointly fix, not exceeding, in the whole, forty-nine days.

The umpire must make his award within twenty-eight days after being called upon to act, or within such extended time as the Registrar of the County Court may from time to time appoint.

Sections 25 to 30 define the duties of the referee, referees, or umpire.

Sections 31 and 32 provide that the award shall state the time at which each improvement, in respect whereof compensation is awarded, is taken, for the purposes of the award, to be exhausted, and that the award *shall not award a sum generally for compensation, but shall, as far as reasonably may be, specify* :—

1. “The several improvements, acts, and things in respect whereof compensation is awarded.”

2. “The time at which each thereof was executed, committed, or permitted.”

3. “In the case of an improvement of the first class—where the Landlord was not at the time of the consent given to the execution thereof, absolute owner of the holding for his own benefit—the extent to which the improvement adds to the letting value of the holding.”

4. “The sum awarded in respect of each improvement.”

5. “The sum laid out by the tenant on each improvement.”

By section 33, the costs of the reference are to be borne and paid by the parties in such proportion as may appear just to the referee, referees, or umpire; they are, however, subject to taxation by the Registrar of the County Court, but that taxation is subject again to review by the Judge of the County Court.

By section 36, where the sum claimed for compensation exceeds £50, either party may, within seven days after the

delivery of the award, appeal against it to the Judge of the County Court, on all or any of the following grounds:—

1. That the award is invalid.

2. That compensation has not been awarded for improvements, acts or things, breaches of covenants or agreements, or for committing or permitting waste in respect of which the party claiming was entitled to compensation.

And the Judge shall hear and determine the appeal, and may in his discretion remit the case to be reheard, as to the whole or part, with such directions as he may think fit. The decision of the Judge of the County Court, on appeal, shall be final, save that he shall, at the request of either party, state a special case on a question of law for the decision of the High Court of Justice, and the decision of the High Court shall be final.

Sections 42 to 44 give power to a Landlord, on paying compensation to a Tenant, to obtain from the County Court a charge on the holding in respect thereof, and to make an order charging the holding with repayment of the amount so paid or any part thereof, with such interest and by such instalments as the Court think fit, and any Company incorporated by Parliament, and having power to advance money for the improvement of land, may take an assignment of any charge so made.

By section 51, where a half-year's notice expiring with a year of tenancy is by law necessary and sufficient for the determination of a tenancy from year to year, a year's notice so expiring shall, by virtue of this Act, be necessary and sufficient for the same.

Section 52 gives power to a Landlord to resume land held by a tenant from year to year for the purposes of erecting farm labourers' cottages or other houses, for providing gardens or poor allotments, for planting trees, for the opening of any mines, quarries, &c., for obtaining brick

earth, gravel, and sand, for making watercourses or reservoirs, for making any road, tramroad, siding, canal, or basin, or any wharf, pier, or other work connected therewith; provided the notice to quit so states, and it shall be no objection to the notice that it relates to part only of the holding; but the Tenant shall be entitled to a proportionate reduction of rent for the land so resumed, and in respect of any depreciation of the value to him of the residue of the holding, caused by the withdrawal of that land from the holding, or by the use to be made thereof, the amount of reduction to be settled by a referee, under this Act, as in case of compensation, but without appeal; and the tenant shall further be entitled, within twenty-eight days after service of the notice to quit, to serve on the Landlord a notice that he (the Tenant) accepts the same as a notice to quit the entire holding.

By section 53, where a tenant affixes to his holding any engine, machinery, or other fixture for which he is not under this Act or otherwise entitled to compensation, and which is not so affixed in pursuance of some obligation in that behalf, or instead of some fixture belonging to the landlord, then such fixture shall be the property of and be removable by the tenant, provided that he shall make good any damage caused by the removal, and that before removing any fixture he shall give one month's previous notice to the landlord, who shall have power to purchase the same *at the fair value thereof to an incoming tenant of the holding*, such value to be settled by reference under this Act, but without appeal; but this section is not to apply to a steam engine erected by a tenant without notice to the landlord, or if the landlord has by notice objected to the erection thereof.

There are other sections applying exclusively to "Crown and Duchy Lands," and I am pleased to see that the Act

extends and applies to those lands; and other sections applying to "Ecclesiastical and Charity Lands," but I do not think we need discuss them, as they do not bear upon any general principles, but only upon the special application of the Act to those lands.

After a careful perusal of the Act, it is obvious that without the consent of the landlord it is absolutely inoperative; but, it may be well to consider whether it would not, on the one hand, be just and fair to the tenant, and give him a greater feeling of security in expending money on improvements, and, on the other, be a benefit to the landlord in the improved value of the holding, to adopt some of the provisions of the Act; and I do not propose in my remarks to give any opinion as to what I should consider the omissions in the Act, but simply to deal with the Act itself.

COMPENSATION.

There is no doubt that, in the abstract, if a Tenant properly lays out money for the improvement of his holding, he should be compensated at the end of his tenancy by the landlord; but this, of course, should be subject to proper conditions, as to the nature of the improvement, the mode of the expenditure, and other details.

As to improvements of the first class, which cannot be made without the consent of the Landlord, I consider that they should be divided under two heads; for instance, the Tenant's outlay in respect of the drainage of land should not extend over so long a period as twenty years, and again, in many districts, hops are worn out after fifteen years, and have to be re-planted. Again, the Tenant recoups himself for the expense of grubbing woodland, and bringing it into cultivation before the expiration of twenty years. The landlord, in giving consent to any improvements of this class, should stipulate that the expenditure should be *properly*

made, and should be conditional on the execution of the work to the satisfaction of his own agent. Taking the letter of the Act, the Landlord who, at the time of giving the consent was the absolute owner of the holding, is bound to pay for any improvement, however badly it may have been executed, and whether it increases the letting value of the farm or otherwise, the only reduction being the sum which may be necessary for putting the same into tenantable repair and condition, and, under these circumstances, I would suggest that *in all cases* the amount of compensation to be paid to the Tenant should not exceed a capital sum fairly representing the addition which the improvement, as far as it continues unexhausted at the determination of the tenancy, then makes to the letting value of the land.

With regard to improvements of the second and third class, I do not consider that it will be to the interest of the Landlord to contract himself out of them; for the Act provides that the money in each case shall be *properly* laid out by the Tenant, and the amount to be paid in respect of an improvement of the third class is to fairly represent the value thereof to the incoming tenant, and is also subject to deduction for any loss the holding has sustained, by reason of hay, straw, roots, or green crops, sold off, and for which no proper return of manure has been made.

Again, by section 19, where a Tenant makes a claim under this Act, the landlord is able to make a counter-claim for breaches of covenant, or waste, or improper cultivation, and to recover compensation.

PROCEDURE.

The procedure by which the claims are to be enforced, is exceedingly simple, and the appointment, in certain cases, of referees or umpire by the County Court and the Inclosure Commissioners, cannot fail to meet the approval of all parties,

although some persons might prefer the mode prescribed by the "Common Law Procedure Act, 1854;" but the time allowed for making awards is too short, and it would certainly happen that in some districts the awards could not possibly be made within the times specified, more especially as they would all come in at one particular period of the year.

The form of award is, in my judgment, unquestionably bad. It is a maxim in law which certainly appertains to awards, that, although your decision may be sound, yet your reasons may be unsound, and, by sections 31 & 32, the award shall find and state the time at which each improvement, in respect whereof compensation is awarded, is taken to be exhausted, and the award shall not award a sum generally for compensation, but shall, as far as reasonably may be, specify "the several improvements, acts and things, in respect whereof compensation is awarded, the time at which each was executed, the sum laid out by the Tenant on each improvement," and, in an improvement of the first class, when the Landlord was not, at the time consent was given, absolute owner of the holding for his own benefit, the extent to which the improvement adds to the letting value of the holding; therefore I consider that sections 31 and 32 should not be adopted by a Landlord.

I need not say a word about the costs, as, although it is an essential part of our business, yet I am sure no Member of this Institution would let any question of this nature influence his advice to his client; but if the scale of fees is too low, the natural inference is that inferior men would become referees, and there would then be a greater number of appeals against the awards.

CHARGE OF TENANTS' COMPENSATION.

There is no doubt that this Act is intended to assist both Landlords and Tenants in the improvement of lands which

hitherto have been neglected, or which are in the hands of Landlords who are Tenants for life, or otherwise not absolute owners, and therefore sections 42, 43, and 44, which give power to Landlords, on paying compensation to the Tenants, to obtain a charge on the holding, is, in my opinion, one which will be found to work favourably and tend to the better cultivation of the soil.

NOTICE TO QUIT.

The alteration of the time of notice to quit, in yearly tenancies, from six months to twelve months, is, in my judgment, a just and salutary one, as it gives a proper security to a Tenant, and prevents any unfair advantage being taken by a capricious Landlord.

RESUMPTION FOR IMPROVEMENTS.

This provision is a fair and excellent one, as it enables a landlord wishing to obtain possession of a portion of the holding, for the special purposes defined by the Act, to give a notice to quit applicable only to that portion of the holding, and to resume the same, subject to a fair reduction of rent in respect of the land so taken, and in respect also of any depreciation of the value of the residue of the holding, caused by the withdrawal of that land from the holding, or by the use to be made thereof; but it is questionable whether the last paragraph of section 52, which enables the Tenant, within twenty-eight days after service of the notice to quit, to serve on the Landlord a notice, to the effect that he (the Tenant) accepts the same as a notice to quit the entire holding, should be adopted; and it occurs to me, that it might be well, in lieu of this paragraph, to insert the words, "provided that the land so resumed by

the Landlord shall not exceed one-twentieth part of the entire holding."

FIXTURES.

I consider this provision also to be a very useful one for all parties, as the Tenant is compensated for his improvements, and the Landlord is also protected, because the payment to the Tenant is to be *the fair value of the fixtures to an incoming Tenant*.

GENERAL APPLICATION OF THE ACT.

Section 54 enacts that there shall be no restriction on contract, so that any Landlord who has already let his estates on liberal agreements, which are popularly approved, and which embody the general principles of this Act, has no occasion to disturb the arrangements existing between himself and his tenantry, and may give the required notices, that he desires his existing contracts of tenancy to remain unaffected by the Act, without creating any ill-feeling or unpleasantness.

My own view then is, that the principles of the Act are, undoubtedly, good, but that some of the details are bad, for both Landlord and Tenant, and I would suggest that a carefully framed agreement—to meet the circumstances in different districts—be prepared, eliminating those provisions in the Act which are objectionable, and adopting those which are useful; but of course no general agreement applying generally to England and Wales, could be drawn up, as so much depends on the situation of the holding, its character, the custom of the neighbourhood, and many other circumstances.

Mr. E. P. SQUAREY (Member) said he had listened with very great pleasure to the paper which Mr. WATNEY had been good enough, under very short notice, to prepare for the

Institution ; and he had listened with more pleasure because he had found that Mr. WATNEY's recommendations, in many directions, coincided with those which he and his partner had suggested to their own clients for the practical application of the Agricultural Holdings Act.

There were, however, some points on which Mr. WATNEY had not dilated so largely as he might, but which he hoped would be more fully dealt with by other Members in the course of the discussion. At the risk of being somewhat tedious, he would endeavour to deal with Mr. WATNEY's remarks, occasionally supplementing them with what might occur to him in passing through the different sections of the Act.

Speaking generally, his own and his partner's convictions were that they ought to endeavour (and he was sure the feeling would be shared by the Members of the Institution) to loyally accept the principles of the Act, and, having regard to the difficulties which surrounded the Legislature in both Houses in framing that Act, and to the elasticity which had been given to it by making it simply permissive, they felt that those portions of the Act should be adopted which came fairly within their power to recommend to their clients. It was not necessary to say in what direction he would have preferred to see the Act enlarged or curtailed ; but, accepting the Act as it stood, and exercising the power which it confers of eliminating any portion of its provisions, and adopting the remainder, he thought it might be a most useful and excellent measure for settling the relations between the landlords and tenants of this country where no written lease or agreement existed.

With reference to the first point which Mr. WATNEY had dealt with, viz., the exhaustion of the benefit arising from drainage of land within a less period than twenty years, it seemed to him, that the Landlord's consent being

necessary to entitle the Tenant to receive compensation for improvements of the first-class, the agent would carefully guard the interest of his client by taking care to see that any of the operations for which a written consent had been given should be carefully and efficiently performed, in which case he had little doubt that drainage of land ought to and did last considerably over twenty years, and he was sure that all who had experience in such matters would agree with him that this was so.

Further, a Landlord was empowered, at the termination of the tenancy, to deduct, from the compensation awarded to the tenant, any sum necessary to put the improvement itself into fair, workable, and good condition.

He confessed that his sympathies were quite with Mr. WATNEY as to the excluding of the planting of hops from among the items of the first class, but the area of land affected by the fact was so small as to render the circumstance comparatively unimportant. The second class of improvements should not be applied without the written consent of the Landlord, and should, he thought, be thus brought within the rules of improvements of the first class, except as to duration. For instance, the boning of land with undissolved bones was, no doubt, a great improvement to many kinds of soil, but he could conceive a young man from Cirencester or other agricultural institutions (he would not wish to speak with disrespect of those institutions), with enthusiastic views of farming, applying bones where they were unnecessary, and finding, at the end of his tenancy, a grave question arising with his Landlord as to the compensation which he might seek for an operation from which little real benefit accrued to the holding.

Chalking of land, again, was a vast improvement to some descriptions of land, but it might be over-chalked. The practical experience, however, of farmers, was that chalking

was so decided an improvement that there was no difficulty in agreeing that it repaid the tenant for the outlay in seven or eight years.

Of clay burning he had not much experience; but his friend Mr. RANDALL, of Worcestershire, was one of the great authorities on that point.

With regard to the third class of improvements, he would venture to join issue with Mr. WATNEY. He considered that this would be the class of improvement most largely affected by the Act, and it seemed to him that it would be most important to limit the compensation in this class simply to the consumption of cake.

There was no difficulty in applying the principles of the Act so far as the consumption of cake was concerned, which had a tangible and ascertainable value. The case, however, was different as regarded other feeding stuffs, the manurial values of which were very uncertain, and to make them the subject of compensation would be almost sure to lead to differences of opinion and dissatisfaction on the part of the Tenant as well as the Landowner. This, to his mind, rendered the exclusion of the words in the third class following "cake" most desirable. It must be remembered that it was only to the last year of the tenancy that the limitation applied, and such limitation would be cheaply purchased by the avoidance of the doubt surrounding the words "feeding stuff."

The Act appeared to him to confer a considerable benefit on the Landowner in one direction in which he was, up to a certain point, unprotected—he referred to the power which it conferred upon him of obtaining compensation for dilapidations and bad cultivation. It happened very frequently that a good tenant, who was a liberal feeder of cake, and an improver of his farm by means of artificial manure, and in other ways, was not tidy about his buildings, and in such cases the power conferred on the Landowner

to set off his claim in this direction against the Tenant, was likely to prove useful, and was one of which the Tenant could not reasonably complain.

The procedure under the Act had been very properly dealt with by Mr. WATNEY. It was very novel, and he quite concurred with him in his views as to the desirability of extending the time for making the awards. It must be borne in mind that these businesses would, for the most part, be all crowded into a very short period of time—September and October—and the interval of twenty-eight days, which was the period stipulated in cases where a single referee was appointed, when perhaps farms had to be visited in various parts of the country and at great distances from one another, and a great number of details had to be considered very carefully, was too short for a satisfactory performance of the duties required. He feared that much of the work would, of necessity, be done in a slovenly manner; indeed business, if thus pressed, would have a tendency to fall principally into the hands of a lower and less competent class of Surveyors.

He had ventured to advise his clients, most distinctly, to allow the awards of the valuers or their umpire, to follow the Common Law Procedure, in preference to permitting appeals in the fashion prescribed by the Act under discussion. Without for a moment impugning the personal worth and ability of the County Court Judges, he ventured to think, having recently had some sharp experiences of those tribunals, that they would be found to work far less satisfactorily in these cases than the Common Law Procedure Act, which was simple and efficacious. It appeared to him, therefore, that it would be found necessary, or at any rate very desirable, to abstain from adopting that portion of the Agricultural Holdings Act.

Another feature of the Act to which Mr. WATNEY had referred, and which had not escaped his attention, was the

32nd section of the Act, which called upon the valuer to disclose the data (the actual skeleton if he might so term it) on which his award was made. He feared that, if the details of the award were given, dissatisfaction would be certain to arise on the one side or the other, or even on both, and however much disposed the parties might be to abide by the absolute decision of the question at issue, they would, if the details on which the award was based were disclosed, be almost certain to appeal to the County Court Judge, and in this way impede and delay a settlement of the business.

He wished to say a word or two with reference to a portion of the Act (the 42nd section) to which his attention had been called by a gentleman present. The words to which he referred were as follows : "But where the Landlord obtaining the charge is not absolute owner of the holding for his own benefit, no instalment or interest shall be made payable after the time when the improvement in respect whereof compensation is paid will, for the purposes of this Act, be taken to be exhausted."

Then there was the 44th section—"The sum charged by the order of the County Court under this Act shall be a charge on the holding for the Landlord's interest therein, and for all interests therein subsequent to that of the Landlord; but so that the charge shall not extend beyond the Landlord's interest where the Landlord is himself a Tenant of the holding."

He ventured to put it as a suggestion whether those clauses, the 44th especially, did not apply to Church and other Leaseholds for terms of years. It would be very interesting to hear an opinion with reference to the point.

He and his partners cordially concurred in the adoption of one year's notice to quit in lieu of six months, and they thought the arrangement a most desirable one for almost all cases. The short expression of the opinion of his firm

was that where it was possible, a Landowner should adopt (with the limitations suggested) the Agricultural Holdings Act of 1875, which had been most carefully considered by a great number of Landowners, and embodied the wishes of a large number of the Tenant Farmers of England, and he thought it a proper thing for Members of that Institution to recommend their clients to adopt an Act which conferred benefit both on Landlord and Tenant.

One point, with reference to which he would be glad of an opinion from the Meeting, was, whether the exclusion of those portions of the Act which he commented upon, and to many of which Mr. WATNEY had referred, would amount to a complete negation of the Act itself, so as to render it inapplicable as an Act of Parliament; if so (and they had been so advised by their solicitor), all that was necessary was to submit a copy of the Act, with the omissions such as he had ventured to suggest, to their Tenants, accompanied by a letter asking their acceptance of it. If accepted, it would constitute an agreement, which with a proper stamp attached, would, so far as related to the arrangements as to quitting the farm, be binding, and the other conditions as to cropping, repairs, &c., would remain as before.

Mr. E. J. SMITH (Member) said that the Act under discussion was an Act intended to facilitate the return to the occupier at the end of his occupation, of a fair proportion of any cost, calculated to add to the value of the land, which he may have incurred during his occupation. As had been said, it was passed not so much with reference to those estates which were improved, as with the design of bringing up the inferior to the standard of the better managed estates.

He had happened, in the course of that day, to have heard from an owner of large estates—an exceedingly good

agriculturist, who had given his attention to that kind of subject for years—an account of his proceedings under this Act, which he thought would interest the members as it had interested him. The property was in a part of the country where estates were oftener out of order than in order (the agents in those parts were few), and, as soon as the owner came into his property, he himself took the active control, and in the three or four years which had since elapsed, had entered into agreements with the whole of his Tenants. The tenancies ranged in size from forty acres to four hundred acres. The owner had every kind of holding between these limits, and took an infinity of pains in giving to each of these occupiers the kind of agreement which he thought fair and just. On the passing of this Act, he determined to give each of his Tenants the opportunity of either putting himself under the Act or keeping out of it, and sent to each of them a circular of which the only material point to the meeting was this: “I have desired that a communication may be sent to each Tenant individually, asking him whether he prefers to stand by the agreement now existing between us or to go under the Act.” This owner had received an answer from every Tenant holding from year to year, to the effect that he preferred to stand by the agreement now existing.

Now this indicated that, in this particular case, everything which could be done under the Act had been effected already, to the satisfaction, not only of the owner, but of each and every one of his occupiers. Nevertheless, notices must be given after the 14th February. Therefore, if others of the class to which this owner belonged gave notice to their tenants that they did not desire the Act to become operative on their estates, it did not at all follow that they disapproved of the Act or thought that it would tend to their disadvantage. As a matter of fact, occupiers of principal

estates were generally as well off now as they could be under this Act.

It appeared to him that the Act interfered with existing agreements only so far as the existing contract did not provide for anything mentioned in the Act. He did not apprehend that, if anything referred to in this Act were provided for in the existing agreement, the Act superseded it—not even the year's notice. As he understood it, every part of an existing agreement stood, even if the owner failed to give a Tenant notice. He pointed this out in order to be informed by those who had considered the subject more fully than he had done. It would not be difficult to find arguments either for or against this view.

A good deal had been said about the half-year's notice—that if the half-year's were changed to a whole year's notice, it gave the occupier at a certain period—say, the day after the completion of a year of tenancy—a two years' term; which was perfectly true. But, under the existing system, a Tenant would have, on one day, a term of one and a half years; a fact which had, he thought, escaped observation; and therefore the extension under this Act only amounted to an extra six months. This, he thought, operated also on the objection taken to the notice acting over the whole of the farm in the event of a Tenant receiving notice that his Landlord intended to resume possession of any portion of his farm. Under the 52nd section, if the occupier received notice that any portion of his farm would be required for the purpose, say, of providing gardens for cottage houses, the occupier might retaliate by saying, "If you give me notice I will give up the whole of the farm;" and this might not be unreasonable, for it might easily happen that the occupier might have notice to give up a portion of his farm which was indispensable to him in working the remainder.

It appeared to him that the whole of the improvements

comprised under the head of first class, being subject to the consent of the owner, were inserted in the Act not with a view to absolute owners who were able to incur outlay, but in order to aid those owners who had only limited interests. Consequently, so far as regarded owners in fee, the whole of the first series might be disregarded, as if it were not in the Act. As a matter of experience, if any occupier under an absolute owner were anxious to effect any improvement under the first series, the agent would either incur the cost on the part of his owner, or would be ready to enter into a discussion of the subject, with a view to some arrangement between the owner and occupier. The difficulty was where the owner had a limited interest and could not charge the estate.

Then, as to the second class. He could hardly conceive an occupier insisting on incurring large outlay under this head, in opposition to the advice of the agent, on the chance that under the Act he would get a fair portion of it returned to him when he left. He imagined that an occupier desiring to incur such cost on his farm, would not come to a resolution suddenly, but would tell the agent that he thought some special expenditure should be incurred, and would talk it over with him. If he did not, the agent might, in return, exercise the other portion of the section and give him notice to quit. He (Mr. SMITH) would be inclined to infer, if the Tenant were so obstinate (holding only under an ordinary tenancy) as to act so contrary to the advice given him, that he might be an undesirable Tenant. For these reasons, he thought that this second series was also more likely to aid owners who were unable to make the expenditure themselves than to operate in cases in which the owners were owners in fee.

Then, as to the third series. As far as he could ascertain, in some districts of the country the provisions in this Act would operate favourably to the occupier, and in

other districts rather against the occupier ; and he confessed that it seemed to him that every case should stand upon its own particular circumstances, and that it would be easy to provide (and he believed in the majority of cases there actually was provided) the kind of compensation which an occupier ought to receive for the kind of expenditure incurred.

His general idea of the whole Act was, that it was to be viewed rather as a measure enabling impecunious owners to get their estates up to the standard of the great owners and of those who were able to make outlay, than in any other point of view, and under the circumstances he thought that it ought to receive the aid and support of all parties interested.

THE PRESIDENT said that it was quite clear from the number of members who had intimated to him their desire to make some observations on the subject under discussion, that it would be necessary to adjourn the meeting. He might mention, however, that the meeting was honoured with the presence of two very large Landowners—the Earl of Lichfield and Lord Vernon—from whom the members would probably be glad to hear any observations which they might desire to make.

The EARL OF LICHFIELD (Visitor) said that, although he had previously no intention of addressing any remarks to the meeting on the present occasion, he most readily accepted the offer which the President had made him to say a few words on the subject under discussion.

He would certainly have been very sorry to have left the room without expressing the pleasure which it had given him to be present at one of the meetings of the Institution.

He had a very strong feeling on the subject of this Act, the principle of which was, he thought, thoroughly sound, fair, and reasonable. It had been his anxious desire,

ever since the Act passed, to adopt every part of it which it was possible to adopt without creating confusion in his relations with his Tenants. The only difficulty he felt with regard to it was this, that he could not see his way to adopt the Act as a whole without an agreement in addition. Now, he must say that he was a little afraid of putting into the shape of an agreement those stipulations with regard to repairs and other matters which he believed it would be necessary to have in that form, and, in addition, to attach to the agreement an Act of Parliament of 60 clauses, out of any one of which litigation might possibly arise.

As regarded the precise portions of the Act which he should be willing, as a Landlord, to adopt, he might say that they included all the compensation clauses, and the twelve months' notice to quit, both of which were prominent features in a form of agreement which he prepared many years ago, and he was therefore in the position of being able to say that, so far as he had acted in the matter up to the present time, he had done so entirely in accordance with the principles of the Agricultural Holdings Act.

It might, therefore, be asked, "What can be so simple, then, as to contract yourself out of the Act, seeing that you have committed yourself to everything which your Tenants can possibly wish for and expect under the Act?" Any hesitation he had felt with reference to the course he should pursue, had been mainly, if not entirely due to the anxiety he felt that Landlords, in this matter, should guard themselves against the possibility of anything like misinterpretation of their actions. He was extremely desirous that, in all cases where the Landlord contracted himself out of the whole, or even a part of the Act, that the notice of his intentions should be accompanied by such a clear and definite statement of his reason for doing so, that the Landlords, as a class, should not be accused of setting the Act aside, with a view to with-

holding any of the advantages which Tenants might expect to obtain under its provisions. He would be glad to see some general agreement among the Landlords with reference to this point, in order that their motives might be kept clear of the possibilities of misconstruction.

LORD VERNON (Visitor) wished to say a few words with reference to one subject which had been touched upon by a previous speaker. He might say that he quite agreed with him that all Landowners ought loyally to accept the main provisions of the Act of Parliament which was passed last year. The Government, he considered, were very much entitled to the thanks of the Landlords and the agricultural classes generally, for having approached a very difficult task with such thorough earnestness, and such a determination to overcome the difficulties with which it was surrounded. He, for one, desirous as he was that his Tenants should farm under a liberal agreement, would not be inclined, for any slight reason, and, unless he had some very great objection to any of the principles of the Act, to withhold any advantage from his Tenants which was afforded by the Act.

With respect to the six or twelve months' notice to quit, it appeared to him that the general welfare of the Tenantry at large ought to be considered. Great hardships might, at times, be inflicted on families (though the instances might be very rare) if called upon to remove at six months' notice, and compelled in that brief space of time to make arrangements for uprooting themselves from the homes in which they had lived, perhaps, for generations. He must say that he felt very great sympathy for the Tenant Farmers, who, however rarely the case might take effect, were, nevertheless, exposed to such a possible hardship.

As regarded the Landlord, he must add that there might be some possible risk that the Tenant might do considerable

damage to his farm in the extension of the time of notice, but the cases were so few and far between, that he could not help feeling very strongly that the Landlord ought to run whatever risk there might be. He confessed that he looked upon the risk as a very small one, and one which he should not be at all afraid to incur.

As to the objections raised with reference to giving the details of valuations, he must say that he (Lord VERNON) had been in the habit of looking at the question, not from a valuers', but from a Landlord's point of view, and he should think it a very decided advantage for either outgoing or incoming Tenants, and indeed, for the Landlords, to know how the valuations were made out.

Mr. E. RYDE (Member) wished to suggest one or two questions in connection with the remarks which had fallen from previous speakers. It was suggested by Mr. WATNEY, in his introductory Paper, that the time for making an award, provided for by the Act of Parliament, was too short. All present knew the limit of time under the Lands Clauses Act for making awards, and were equally familiar with the fact that very few of such awards were really made within the time therein specified. The question, therefore, which he would like to put to the legal associates of the Institution was, whether it would not be quite as competent, under this Act, by agreement on both sides, to extend the time for making the award?

He would also suggest, with reference to Mr. SQUAREY's observations, that it would be competent for the parties at such a reference to agree that the arbitrator should not be bound to give his reasons in making his award. Having had a good deal of personal experience in matters of the kind, he could only say, with reference to the observations of Lord VERNON, that the less reason given for an award the better. No surer plan of producing dissatisfaction with

an award could possibly be devised than that of stating reasons. There was a well known legal maxim to the effect that reasons should never be given, inasmuch as a decision might be perfectly right while the reasons on which it was based were altogether wrong.

Another question he wished to refer to was this. He had understood Mr. SMITH to suggest that, even in the case of a written contract now existing, this Act might still come to some extent into operation. He, for one, had always understood that, in all cases of written contracts, this Act had no force whatever.

THE PRESIDENT said that he might have misunderstood Mr. SMITH, but he thought his observations went to the point of notice to quit.

Mr. E. J. SMITH explained that section 57 contained the words "The Act shall apply to the contract." It did not say, to the holding, in which case the contract would have been set aside, but to the contract; which is consequently upheld. If the contract be upheld and the Act applied, not to the holding but to the contract, then the two together form one whole, and where they conflict it would appear that the contract prevails, the Act supplementing the contract where the contract is silent. Many ordinary agreements were supplemented by the "Common Law Procedure Act," and all Railway Acts by the "Lands Clauses and Railway Clauses Act."

Another class of cases, being lands held from year to year, with a provision for surrender of any part on one, or any number of months less than six, month's notice, were altogether beyond the operation of the Act; being tenancies neither at will or from year to year. As an illustration of the class, let A. B. hold under an existing agreement from year to year, with a provision in the contract that, if called upon, he

shall give up any portion of his farm, at any season of the year, on receiving a month's notice. Now, A. B. would continue bound to give up any portion of that farm at a single month's notice just the same after this Act came into operation as he would have yesterday; and this point was of importance. There were thousands of acres round London, worth from £200 to £3,000 an acre, all of which would otherwise fall within the 58th section of the Act, which recites that "nothing in this Act shall apply to a holding that is not either wholly agricultural or wholly pastoral, or in part agricultural, and as to the residue pastoral." Every owner of these thousands of acres had, in the agreement for letting, a condition that the occupier shall give them up at any time or season, receiving a compensation for so doing. It would be ruinous if it were possible for the occupier to insist on holding them on for two years. A man might come and say "I want to buy six acres, and I will give you £6,000," but if he could not have immediate possession he would not buy. Neither of these points arise if notice be given to contract out of the Act.

Mr. RYDE resuming, said that he did not regret having raised the question because he was quite satisfied that there were a large number, not only of Surveyors, but of others also, who understood that this Act did not apply to existing written contracts. He apprehended that, unless a landlord contracted himself out of the Act, a yearly tenant would, in the future, be entitled to twelve months' notice to quit. It was possible, however, that a large number of people were ignorant of this provision, and that the result would be that at a future time, when possession was required, they would serve a six months' notice to quit, expiring at the end of the year of the tenancy, and the tenant would sit quietly until the day after the expiration of the notice, when he could not be displaced for two years, because he would then be

entitled to a twelve months' notice expiring at the end of the year of his tenancy. It appeared to him to be very desirable that doubtful points, similar to those to which he had called attention, should receive prompt consideration from the Institution, lest it should be found out, when too late, that important points had been overlooked.

Mr. W. BROWN (Member) reminded the meeting that he was one of those who suggested, on the first evening of the Session, the desirability of discussing the provisions of the Act before it came into operation, and the many excellent observations which had been made showed what valuable results might be expected from a discussion of this kind. He was very glad that one point had been put so prominently forward by Mr. SMITH, for it was one which it seemed to him might be greatly misunderstood. He was going on the assumption that unless he gave notice by the 14th instant—

Mr. SMITH : The 14th April.

Mr. BROWN : No. He did not give any notice to contract out of the Act, and his impression was that the Act came into operation on the 14th instant, and that, unless a notice to quit were given to a tenant before that day, he could not get him out before Michaelmas twelvemonth. His clients had adopted the Act in its entirety, but there might be a misunderstanding that, unless notice were given to contract out of the Act before the 25th of March, having let the 14th February go by, it would not be possible to get possession of the farm until the following Michaelmas twelvemonth.

Mr. R. C. DRIVER (Member) said that, as the Act came into operation on the 14th February, there would be plenty

of time for giving a notice to quit before the 25th March to any Michaelmas tenant, under the usual six months' notice to quit, as the time for contracting out of the Act did not expire until the 14th April; but, he apprehended that, on the service of such notice to quit, it should be coupled with a notice to contract out of the Act, or claims might possibly be made under the Act. The Act was what he might term an excellent pioneering measure, showing both Landlord and Tenant how each could agree with reference to improvements, if so desired. He should advise all his clients to contract out of the Act, consequent on the limited time given in clause 30 for making awards, and the Procedure Clauses, Nos. 29, 30, 31, 32, 35, and 36. Denuded of these clauses, it would be an exceedingly useful Act, but with them he feared that much litigation, on both sides, would be certain to ensue. He had acted as umpire a great many times, and he was sure that if he had given the details of his awards, the result would have been exceedingly unsatisfactory, and, indeed, where he had been supplied with details by persons making awards, he had been dissatisfied, whereas with the whole result he was satisfied. Notwithstanding the generally useful character of the Act, he considered the Procedure Clauses so objectionable that he should, as he had before said, advise his clients to contract out of the Act for the express purpose of making arrangements with tenants, so as to have all the benefits of the Act without these Procedure Clauses. The forms provided by the "Common Law Procedure Act," were far preferable to the complicated machinery of the "Agricultural Holdings Act," which must necessarily tend to promote litigation. He objected to the year's notice, to be given under the Act, on estates where the owner himself resided.

The discussion was then adjourned to the next Meeting.

AT
THE ORDINARY GENERAL MEETING,

Held on Monday, February 21st, 1876,

THE PRESIDENT IN THE CHAIR,

The Adjourned Discussion on the Agricultural Holdings (England) Act, 1875, was resumed by—

Mr. W. J. BEADEL (Member), who said that it might fairly be assumed, from the presence of so many members, that the deepest interest was felt by surveyors in the discussion in which they were engaged, and in its bearing on the advice which they would give their clients with reference to the course necessary to pursue.

He had to thank Mr. CLUTTON for having been kind enough to adjourn the discussion in his name, but he felt that had he (Mr. CLUTTON) done it in his own name the advantage to the Institution would have been very considerable. However, he would do his best to offer, in a clear and concise manner, such observations with reference to the Act as were suggested by a practical experience, extending over nearly thirty years, of the working of tenancies and the various questions arising in connection with incoming and outgoing tenants.

Now, he might assume, at starting, that surveyors would be the first (speaking generally) to receive the measure in its entirety, and act up honourably to its requirements. He did not suppose for a moment that any one of them would be desirous of shirking any of the responsibilities attaching

to that Act, or would seek to impute to it any other aim than that of benefiting the community at large, and causing the soil to produce far more than heretofore. But with every desire to accept the Act in a spirit of perfect loyalty, he, speaking for himself, could not help feeling that it contained certain features which surveyors might not be justified in accepting without some slight protest. Whether this was so and whether the suggestions which he was about to offer were of a practical character, the Meeting would decide.

Before the 14th of April next, some steps must be taken by those landowners who were desirous of contracting themselves out of the Act, under the operation of which they must otherwise fall, and the great point for surveyors to consider was, whether they were to advise their clients to reject or adopt the Act in its entirety, or follow some intermediate course?

Now, the Act was composed of sixty clauses, and a large proportion of those clauses (at least something like twenty-six out of the sixty) related to the procedure of the Act, the means whereby the compensation provided for under that Act was to be assessed and obtained, and the ways in which money expended shall be reimbursed. These twenty-six clauses represented something like half the Bill; so that it was clear from this that the Legislature attached great importance to the mode of procedure. These clauses, again, with the preamble, and the application clauses, and those relating to the twelve months' notice to quit and to fixtures, formed the basis of the Act.

To clear the way as he proceeded, he might at once say that he entertained no doubt whatever as to the twelve months' notice to quit being perfectly right and proper. He advocated this same view in the discussion on Mr. KNOLLYS' Paper in that room, some fourteen months ago, and

when it was a question whether the clause of this Bill relating to an extension of the notice to quit to twelve months, should be abandoned? He then stated that he considered all tenants entitled to twelve months' notice; but very few of the gentlemen present on that occasion shared that view, thinking that it was too great a privilege to concede to the tenant and not just to the landlord. The twelve months' notice to quit, however, had now been recognised, and every tenant, other than lessees, would now be entitled to it in place of six months, as heretofore.

There was equally little doubt in his mind as to the equity and fairness of the clause as to fixtures.

Next, as to the procedure of the Act. He desired to preface his observations with regard to this point, by saying that, so far as he was personally concerned (and he believed he uttered the sentiments of every surveyor in that room), he would have no objection whatever to state the reasons on which any award of his was based. No man who arrived at a conclusion which he believed to be sound, ought to flinch from stating his reasons for arriving at that conclusion, unless the disclosure would be the means of creating discord or tend to foster litigation, which was as likely to occur between an out-going tenant and an incoming tenant as between any other persons having conflicting interests; therefore, although he did not say he would be willing to give the detail of any valuation he had made, he would if by so doing he thought it would be the means of preventing ill-feeling have no objection to give the reasons which his award or valuation was based.

A noble lord who had honoured the Meeting with his presence on the last and the present occasion, observed that he would prefer to be supplied with the details of valuation in order that he might know for what he had to pay. No doubt that was so; but if it had pleased Providence to place

that noble lord in a different position, and to make him dependent upon his professional services as a surveyor for his livelihood, he would probably have entertained an opposite opinion.

The way in which valuations had been settled up to the present time, depended, of course, on the different counties and the different customs of those counties, or on the nature of the agreements. Thus, the high character for ability and honesty which leading valuers enjoyed, rendered the settlement of these questions an easy matter in the great majority of cases, even without the intervention of an umpire.

If a valuation could be settled as heretofore—whether it be of tillages, or rent of fallow, or seeds or dressings, or half dressings—by reference to two arbitrators or their umpire, surely there was no necessity for adopting the procedure which the Act in question provided, and which, with the enormous amount of detail which it sought to introduce, could only lead to litigation, and ought not, therefore, to be supported by surveyors generally.

That portion of the Act (section 49), relating to glebe lands, he considered objectionable; but, no doubt, Members more specially interested than himself would feel it their duty to discuss that particular section.

As regarded the Compensation clauses, he assumed that the object of the Act was to secure to tenants compensation for the outlay of their capital in the development of their holdings, with interest and reasonable profit, so as to encourage the better cultivation of the soil; anything beyond this ceased to be tenant-right and became landlord's wrong. The items of compensation comprised a variety of operations described as improvements to the holdings.

Under the first class, a tenant was entitled to compensation not exceeding twenty years. Now, he was free

to admit that, inasmuch as the landlord's consent was necessary before the improvements comprised within the first class could be made, it was within the landlord's own control to determine whether those improvements should or should not be made, but it was open to question whether exception might not be taken to the inclusion of certain items in the first class, and the time given for their exhaustion. It had been customary in Lincolnshire, for many years past, for the tenant to put up substantial buildings of brick and slate where required, and to be content with a twenty years' interest in them. No one could say that the value of such an improvement was exhausted in that period, or in anything like that period; but intelligent farmers seemed to be satisfied that if their landlords did not choose to expend money in such improvements, it answered their purpose, for a twenty years' interest, to do so themselves, and fully recouped them the outlay. Now, he could understand, with regard to buildings and other substantial improvements of that kind, that twenty years should elapse before they passed into the possession of the landlord; but surely a tenant should be able to recoup himself for such things as the planting or the grubbing and replanting of a hedge, within a very much shorter period. Could it be justly urged that a tenant who grubbed up a hedge occupying, say an acre of ground, and which harboured all sorts of vermin, should have a claim for twenty years against his landlord, in respect of some portion of an outlay resulting in so great and immediate a benefit to himself? The case was precisely similar with regard to a road. The tenant who made it, derived the full benefit long before twenty years, but, according to the Act, whether he used 10 loads or 10,000 loads of gravel in making or improving it, he would be entitled to receive compensation from the landlord on quitting.

He might observe, with reference to the planting of osier beds, that it was within his own knowledge, that a planting of osiers last year, at a cost of £16 an acre, had produced a return of £18 in the year? Was it right, therefore, to allow a claim in respect of such operations to hang over the landlord or incoming tenant for twenty years.

Next as regarded the drainage of land. One speaker had stated that the drainage of land lasted more than twenty years, and was, therefore, properly placed among improvements of the first class. He had heard it said by gentlemen whose opinions were entitled to the greatest consideration, and who had the management of large estates, that tenants were perfectly content to find pipes and labour and everything necessary for draining with a ten or even seven years' compensation, a statement quite in accord with his own experience.

Now, he would put before surveyors, as practical men, the following case: Assume two fields, both requiring draining. The tenant drained one at a cost, say, of £6 an acre, and manured the other at the same cost, or, in other words, put upon each acre twenty loads of dung, at 6s. per load,—not by any means an excessive dressing for mangel or swedes at the commencement of a course of cropping. From which field would he, the tenant, during a four, six, or eight years' course of cropping, derive the greater benefit? The answer must be in favour of the drained, as against the manured but undrained land. Moreover, an outlay made on drainage gave an opportunity of growing, on a five-course system (this did not apply to the wolds of Lincolnshire, or to those soils which were naturally drained) a crop of seeds which could be folded upon the drained land, and thus afford the best preparation for a crop of wheat, with barley to follow. In addition, it enabled a tenant to use the cheapest manure cart in the world, viz., that which went on four legs, and not on

wheels. This being so, was it right that a tenant should be entitled to a proportionate part of his outlay, extending over twenty years? Surely not.

The question to determine was, whether it was wise or unwise to allow what he had alluded to in the Act to apply. If an owner of property did not contract himself out of the Act, and a tenant applied to him for permission to drain a field, he (the tenant) would expect the twenty years to apply, and an owner refusing, would place himself in the position of objecting to concede a principle of compensation out of which he declined to contract himself when the opportunity offered. It was important therefore to consider, in view of such facts, whether notice should be given before the 14th April, or the Act be allowed to apply, regardless of its principles, whether right or wrong.

Passing on to the second class, it seemed that a tenant would not be entitled to compensation in respect of an improvement, unless not more than forty-two and not less than seven days before executing it, he had given to the landlord notice in writing of his intention to do so, nor where it was executed after the tenant had given or received notice to quit. He was happy to say that his experience was that where an agent, in the interest of his employer, was opposed to an outlay, the tenant never insisted on making it.

The third class, the purchase of manure, and the "consumption on the holding by cattle, sheep, or pigs," of cake or other feeding stuff not produced on the holding, seemed to apply more to a Lady-day than to a Michaelmas tenancy. It was also laid down in the Act with regard to the purchase of artificial manure, that a tenant should derive no benefit where "a crop of corn, potatoes, hay, or other exhausting crop, shall have been taken," and the same applied to the consumption of cake. In the best farmed county in England (Lincolnshire) the system of allowance was far

more liberal (whether rightly or wrongly was another question), and if, on quitting, a tenant was not to be paid for all the feeding stuff which he had used, but only for that which had not been produced on the holding, did it not open a door to fraud and offer an inducement to a man to say, "Well, as I cannot be paid in respect of my own produce, I will exchange it, quarter for quarter, with my neighbour, who grows the same thing; for, buying it of him, I shall be paid a proportion for it, but if it is my own produce, I shall not." It seemed to him with feeding stuff (especially linseed) that whether it was grown by the tenant leaving or purchased by him, it mattered little so long as the benefit accrued to the incoming tenant, and inasmuch as the incoming tenant was only to pay the value of what he received, there was, surely, no reason why the outgoing tenant should not have his value on what he chose to consume. In the case of a tenant who was a great pig feeder (and he need not remind Members that the manure made by pigs was the best and the strongest obtainable), who chose to go on feeding pigs, unless he purchased corn instead of consuming that which the farm produced, he would not get sixpence additional compensation.

For the reasons which he had stated, among others which it would occupy now too much time to discuss, he had no hesitation in saying that, with every desire to loyally accept the Act, he should, to save his clients trouble, expense, and litigation, and in order to do what was just (for which no Act of Parliament was needed), feel it necessary to advise all of them to contract themselves out of the Act, as a whole, and to adopt only such parts as might be mutually beneficial to themselves and their tenants.

Mr. J. OAKLEY (Vice-President) said they all must agree that the spirit and principles of this permissive Act

were very good. All landowners who had considered it throughout, must have asked themselves the question, "Is it my duty to myself and tenant to contract myself out of this Act, and if so, why?"

It appeared to him that, in its present form, the Procedure clauses, at any rate, could not work equitably if unaided, and perhaps the shortest way in giving his opinion, would be to refer to those clauses in the Act which appeared to require alteration and amendment. It might be that this Act would be amended as in the case of the Tithe Commutation Act, which, as first enacted, was found inadequate for all its intended purposes. No amendment could be enacted previous to the 14th April; therefore it became incumbent on all to give the notice as settled by the present Act, or the whole of it would be in force. There could be no doubt that the consideration which had been so liberally and carefully bestowed on it by the landowners generally, aided as they had been by the best advice which they could obtain from their legal advisers, would tend to much improvement in the relations between owner and occupier. It was unwise, in his opinion, for any one to grant the user of land to any tenant without a proper written agreement, although, in many districts—and those large ones—both owner and occupier were satisfied to be guided by the "custom of the country." He would dispense in every instance with those words, but, where beneficial customs obtain let them be set out and embodied in an agreement, and let all such agreements include the three schedules named in the Act, with certain alterations.

This Act enlarged the existing powers of non-absolute owners, and on that account alone it was deserving of every praise. Such owners might possess every desire to assist in the proper development of the powers of their land, but if they did so in cases beyond those already fixed by previous Acts of Parliament, they must use their private means for

such purposes, without any security by which their capital invested might be charged on the freehold. He would, therefore, suggest that agreements should be made in the usual manner, adapted to the various localities, and that such clauses of the Act as were objectionable, should be therein named and excepted, and the rest of the Act adopted. He would shortly refer to what he considered the necessary alterations.

Take the clauses from 5 to 10, 12, 13, and 14, Schedule 1 might be improved, but time would not admit of discussing the alterations, and as none of the works under this schedule could be entered on without the landlords' consent, discussion would not be really necessary now. But, for the sake of example, he assumed that owner and occupier agreed on an outlay of £100 under this schedule, and that the work was well done, and that the occupier quitted at the end of a year, when by clause 7, £95 would be due to him, and also that at this moment a non-absolute owner enjoyed the property. Be it so, he must pay the £95 and take a charge on the holding. He would be entitled to as much interest for his money as he could obtain elsewhere, but as all family charges were dealt with, almost universally, at 4 per cent., he adopted this rate of interest,—equal to £3 16s. per annum. The charge could be taken only for the nineteen years, and in this time the owner must get back his capital sum of £95 by some small annual sum of money, which he could only invest, safely and securely and at small cost, in the Funds. It would require an annual payment of $\cdot04$ of a £ (about $9\frac{1}{2}d.$), for nineteen years, to produce £1, which decimal, multiplied by 95, would produce £3 16s., which sum must be annually invested in order to get back the capital, and the charge, therefore, on the holding must be £3 16s. for annual interest of capital, with £3 18s. the annual payment into the Funds, or £7 14s. per annum, and unless

the non-absolute owner obtained this charge he could not get back his £95. This sum of £7 14s. may be in excess of the additional value to the holding produced by the outlay of £100. Surely the fixing the increased value to the holding, when the agreement for the outlay is arranged, would be an improvement.

The second schedule might remain, provided that none of the work could be entered into except by consent. Every division in this class, properly carried out, would work to advantage of owner and occupier, but no owner should be obliged to allow any occupier to run up a bill against him without arrangement. The outlay made, or a part of it, would be legally due from the owner at a time when the cost of the work could not be satisfactorily proved, and should be agreed on at the outset. It had been said by competent persons that this schedule would always be settled by the outgoing and incoming tenants. Nevertheless, the owner was legally bound to pay the bill which might be a very large one in many cases.

In one of his own agencies 330 acres were chalked, during the first year at a cost of £1,980—he might remark, in passing, that chalk was always a foreign commodity to clay, and had to be brought a distance, and generally by water carriage to the point for unshipping nearest to the land on which it would be placed. In adopting this case and figures, under class 2, the possible effects of this Act would be shown.

The occupier was supposed to have given notice duly that the land was such as would derive benefit from proper chalking, that the work was well done, and its fair rent value 20s. per acre. Also that the occupier gave up his farm at the end of the first year when six-seventh parts of the £1,980 would be due to him, or £1,697. The payment of this sum in ready money, on entry, would deter many

farmers from hiring the farm at all. The owner of the land must pay this money, and, being a non-absolute owner, must go, under clause 42, to the County Court Judge to obtain a charge on the holding in respect of having paid £1,697. Proof of the payment being shown to the Judge, who must be satisfied of the observance in good faith by the parties of the conditions imposed by that Act.

The limit is seven years, of which, at this moment, six remain to run, and the beneficial effect of proper chalking would certainly last six years.

The question, therefore, would be, what	£	s.	d.
would be the annual charge for these six			
years. In the first place £1,697 at 4 per cent.			
per annum, would be	68	0	0

During six years, the capital sum of £1,697			
must be recouped by the accumulation of annual			
payments, and .1536 of a £ (about 3s. 1d.) must			
be paid each year into the Funds, for six years,			
to produce £1. £1,697 multiplied by .1536			
equals	260	17	6

The two sums together equal .	£328	17	6
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which must be charged on the holding of 330 acres, for six years, if the non-absolute owner was to receive back his money paid to the occupier six years before. This charge of £328 17s. 6d., was equivalent, on this farm of 330 acres, to 20s. per acre, per annum, in round figures, so unless the farm was re-let for six years at the first rent of £330, and this charge of £328 17s. 6d. (in all £658 17s. 6d. per annum) loss would be sustained.

Or, if the owner should farm it himself for six years, he must debit himself with double rent for six years.

The same chalk could not be brought on that farm, at the present moment, at £6 per acre,

Section 43 empowered Incorporated Companies to purchase these charges, but they could not afford to use their capital at the rate of 4 per cent. interest.*

Schedule 3 did not provide so much compensation to tenants as many existing agreements he could refer to. Nevertheless, unless the Royal Agricultural Society of England publish tables showing the unconsumed value of *other feeding stuffs*, this clause would produce many expensive disputes and unsatisfactory results. Clause 19 was a very objectionable one. It set up that the owner would, under that Act, have no claim for dilapidation or waste against the occupier, unless the occupier brought a claim against the owner in the first instance under this Act. The words "but not otherwise" should be expunged.

With regard to the Procedure clauses, he considered the Inclosure Commissioners and their assistants the best tribunal for ultimate decisions and for fixing the amount to be charged on a holding where money had been expended. They knew the valuers, generally, throughout England, who were engaged in enfranchisements and in making exchanges between owners, and above all they had been, for some years the referees in all cases where money to develop rent value, had been borrowed as first charges on landed estate under the existing Acts. They conducted their business with energy and propriety and were careful as to costs, and since they had made official charges for some matters entrusted to them, they had not charged highly. In short, their position and knowledge were far more likely to insure equitable and satisfactory results than a reference to the county court. It appeared to him that the results would not always be similar in amount in the case of absolute and

* Mr. OAKLEY desires that it may be intimated that his views, as stated above, will be materially modified if the interpretation put upon the Compensation clauses by Sir THOMAS ACLAND later in the evening, should prove to be correct.

non-absolute owners, which should be the case. The rate of interest in making the necessary calculations, should be fixed, and the increased value of the holding settled at the same time the outlay was agreed upon.

Clause 52 ("Resumption for Improvements") was, in its present form, very unsatisfactory ; as serving an occupier with notice to quit any portion of his holding, for the purposes named in that clause, gave him power to relinquish his entire occupation, very inconvenient to both parties. Accustomed as he had been, for many years, to deal largely with estates, where a resuming clause for building purposes, at a month's notice only, had been used, he could not see any difficulty in arranging terms satisfactory to both parties, having reference only to the portions wanted. However, as he had said at the commencement, all must agree that the rights of occupiers had been acknowledged in this Act, and that the Legislature wished to assist owners and occupiers in developing the produce of the soil, and therefore, all engaged in land agency should, as much as in them lay, promote its objects, which tended to the benefit of the kingdom at large.

Mr. C. F. HUMBERT (Member) said that he saw in the differences of opinion which had been expressed as to many points of the Act, a prospect that great advantage would result to the profession from the discussion in which they were engaged.

Some time ago—immediately after the passing of the Act—he had been called on to decide, on behalf of clients, as to the course that should be taken with reference to it. He confessed that at one time before the passing of the Act, he had viewed it with much dissatisfaction. He heard the speeches made at that time by the promoters of the Bill, and expressed an opinion at the time

that the proposed legislation was arbitrary and unconstitutional. When, however, the Act became law, he felt it his duty to read it carefully and dispassionately, and having done so, he confessed that he now saw no reason whatever to advise his clients to contract themselves out of the Act as a whole. He had inherited a great many old tenancies without agreements of any kind, and he embraced this as a good opportunity of getting an agreement with them. He found great difficulty as he was often met with the remark, "We have been going on very well for many years; pray let us alone, and allow matters to remain as they are; we want no Act of Parliament." He did think, however, that there should, in all cases, be a written agreement between landlord and tenant, and he had drawn an agreement to meet the case, and had tried hard to make it so clear as to leave no room for dispute at the end of the tenancy. It was a printed agreement, and he had excluded from it the "compensations of the second class," and also the fifty-first clause, which required a year's notice instead of six months'. He could not quite agree with some Members who had spoken on the subject, with regard to the notice to quit. He would consent to give to some tenants a year's notice, or even two years if required; but in the case of some other tenants to whom he had issued his agreement, he objected to the twelve months' notice, and nothing would induce him to extend the time from six months to a year—in fact, no such extension was necessary or sought by them. He was quite convinced that it would be a great error to adopt the twelve months' notice in all cases.

He would exclude the compensation of the second class; not that he wished to say a tenant should not be compensated for outlay under that head, but because he thought that for operations of the kind the consent of the landlord should be first obtained in the case of many tenancies.

As had been truly said, a young man fresh from Cirencester, with plenty of money and no experience, might chalk or marl all his land and do little or no good. All surveyors were aware that such operations could not be beneficial beyond a certain point, and that expenditure beyond that point was only so much money wasted.

Twenty years' compensation was allowed for "first class improvements," such as the enlargement of buildings, and laying down of permanent pasture. Such things were surely very small matters to apply a twenty years' compensation to. The "improving of a road" also was frequently a question of expending only a few pounds, and it might require expenditure again in a very short time, and it was therefore surely not very wise to say it should not extend over twenty years. Again, the expense of "making and improving watercourses" was very frequently trifling.

It did not seem to him that improvements of the third class had been quite fully considered. The words of the Act were "Application to land of purchased artificial or other purchased manure;" and that "The Tenant shall not be entitled to compensation in respect of an improvement of the third class where, after the execution thereof, there has been taken from the portion of the holding on which the same was executed, a crop of corn, potatoes, hay, or seed or any other exhausting crop." He took it that farmers generally applied such manures where there would be an exhausting crop, and that roots might be called an exhausting crop.

In the case of an improvement of the first class, where the landlord was not, at the time of the consent given to the execution thereof, absolute owner of the holding for his own benefit, the compensation awarded was to go no further than the extent to which the improvement "adds to the letting value of the holding." He (Mr. HUMBERT) could not

conceive anything more likely to cause a difference of opinion between the valuers, than an attempt to determine the extent to which a holding had been improved in its letting value. He hoped the Act, as a whole, would tend to the improvement of farming,—the end sought to be attained,—but he very much doubted it.

MR. STAVELEY HILL, M.P. (Associate), said, that he did not propose to offer any remarks as to the practical working of the Act from a surveyor's point of view, but wished simply to make an observation or two with reference to the legal objections which had been raised. He did not think that the policy of this Act could be altogether excluded from the consideration of the Meeting. It had been put forward as a criticism of the Act, that it should be rather considered as a Limited Owners' than as an Agricultural Holdings' Act; but if it was meant by that to say that the Act tended rather to enable persons to contract than to interfere in any way with the liberty to contract, he fully accepted the remark. The one thing which he thought the framers of the Act would have especially revolted at, would have been forcing any particular contract upon a body of people dealing with interests, as compared with which even our great industries of iron and cotton were but small, and where the values to the owners were so enormous, and the interests of the tenants so great; and any person who would venture to interfere with contract between parties so interested, would do a most imprudent and unjustifiable thing. This view, he was sure, was taken in the House of Commons and the House of Lords, and the Duke of ARGYLL, in speaking of the Act, said, that the very worst lesson you could teach the occupier class, would be to make them believe that Parliament either could or would make their bargains for them.

Now, looking at the Act in this light, was it difficult to

judge what its aim and objects were? Those who had to act as arbitrators knew the difficulty of arriving at the absolute custom in the district in which a property was situated. What this Act would do was this—it would come in to supply defects in the contract where the contract was silent, or take the place of a contract fairly as between the parties where, from some mistake or from negligence, no contract had been made between them, and when they would afterwards find themselves in the position of having to come before a Court to decide their differences. The adoption of this Act, if the owner or occupier had not been able to make a contract between themselves, would provide something by which they should be bound, and which, although it might not do absolute, would at any rate do rough justice between the two. As to the question raised with reference to the procedure of the Act, the way in which it found its way into the Act at all, was under these circumstances. When the Bill was in the House of Commons, after coming down from their Lordships' House, it was sought to refer to the Common Law Procedure Act as to arbitration, but it was said by the Member for Northamptonshire that there was a wish that this Act should be as perfect a thing as possible, and instead of referring the farmer back to the Common Law Procedure Act, it was determined to embody the reference in the Act itself. It was in this way that the Reference clauses and Procedure clauses found their way into the Act. He could not help thinking that the procedure had been a little hardly dealt with by his friends Mr. RYDE and Mr. SQUAREY; and the former had credited the legal profession with a maxim which was new to him as a maxim of law.

The clause which regulated the form of the awards to be made, was designed for the protection of all parties concerned. The tenant had to submit the whole of the

heads of his claim—not necessarily the whole of the matters on which the award took place, for many things might not come within the Act—but the things in respect of which he claimed compensation under this Act. He had to say for instance—“In the year 1866 I expended £100 in laying down permanent turf. It is now 1876, therefore I am entitled to half of the twenty years’ compensation allowed for an improvement of the kind.” The award would then run in this way—“I, the arbitrator, find that A. B., the tenant, expended £100 in the year 1866 in laying down permanent turf, and therefore at the end of this year (1876) being the end of ten years from the time when the money was expended, I find that he is entitled to £50.” The setting out of these details was necessary to obviate the possibility of future complications in case of an appeal, and for the protection of the landlord and tenant. The judge would certainly not go into the details of an award, but the setting out of the particulars would enable him at once to decide whether the referee had put a right construction upon the Act and carried out the intentions of the Legislature, and that he had not included in his award things which he should not have admitted, or admitted things which he should have excluded.

Several of the speakers had expressed an opinion that twenty-eight days was too short a time for making an award, and Mr. RYDE had asked whether it would not be competent under this Act, as under the Lands Clauses Act, by agreement on both sides, to extend the time for making the award. He had looked into the question and had come to the conclusion that the time could not be extended in cases where only a single referee was appointed. It struck him that the mode of getting out of the difficulty was this:—Two parties agree on a referee, and that the referee shall enter on the matters in question. The first

thing to be done was to ascertain whether the referee could act within twenty-eight days and, if so, make out his appointment. In other words, not to make out the appointment until the referee was certain of being able to make his award within the twenty-eight days prescribed by the Act; this was an easy escape out of the difficulty suggested.

Mr. J. SHAW said that the question under discussion was one in which he felt the deepest interest, and he might say shortly that he thought there was a great deal of good in the Act, and he was very desirous of adopting it on the estates under his management; but not in its entirety. He thought that, if it were necessary to have an agreement before, it was much more necessary to have an agreement now.

With the permission of the Meeting, he would venture to offer one or two observations with reference to a few points in the Act which had struck him, and which should, he thought, be altered. The first was as to section 19; which seemed to bear hardly on landlords. In agreements which he had to frame, he should insist on proper compensation being paid to the landlords for any waste or damage. He had done that in his own county, and he was happy to say that it had been well received, of course, by the landlords but also by the tenants. With regard to notice to quit (the 51st section), all tenancies under his management were held on a six months' notice at present, but he saw no objection to making it twelve months (and he was happy to say that he had authority, generally, to grant the extension), with this exception, that in case of the death of a tenant he should stipulate that the notice should date as a six months' notice, for it was then desirable in the interest of a landlord that the tenancy should terminate within the

shortest possible period, and often equally so in the interest of the tenant's family, who, as a rule, were anxious to have their affairs settled, and brought to a conclusion with the least possible delay. He proposed, therefore, in his agreements, to limit the notice to six months in case of the death of a tenant, and in cases of bankruptcy or insolvency, to insist that the tenancy should terminate at the end of the year when the bankruptcy or insolvency took place.

It appeared to him that the first class of compensation was entirely permissive, and he intended, so far as he was concerned, to keep it so. He should require, in all such cases, that special arrangements should be made in each instance. For example, as to the drainage of land. One speaker had observed that in drainage the outlay was recouped in six years. Ten years would be a liberal allowance in some cases, but twenty years would not be too long in many instances. He could recall instances of drainage done twenty or thirty years, which was just as good now as when it was first done; and, on the other hand, he knew some which after ten years had to be altered. The question of drainage was pretty well understood in his county, and some thought twenty years not too much to allow generally for drainage when efficiently done. He should stipulate that the boning and liming of land, mentioned in the second class, should apply only to pasture land, but in any agreement he made he should allow for boning and liming on arable land also, on a different scale.

As to the third class, he quite agreed with Mr. BEADEL that many agreements were much more liberal than the Act. The compensation to be given under this head required much consideration, and the Act seemed to him to leave the matter entirely in the hands of the valuer. There was great difficulty in ascertaining the real manurial value of oilcake or feeding stuffs consumed by cattle, and

it was very desirable that some method of arriving at a uniform scale of compensation under that clause should be devised. He had prepared a skeleton form of agreement, in which he had embodied the main features of the Act which he proposed to adopt ; but there were, of course, many matters, such as the mode of entry, time of possession, and other things of the kind, which were not mentioned in the Act, and had to be provided for by agreements.

The Act should be regarded, he thought, from a local point of view, for what applied to one county would not apply to another. On one estate which he managed, the boning and liming of land was a very important and necessary operation, but lime was not used in Derbyshire for pasture land, and bones only to a limited extent. They were chiefly used on arable land in that county. The plan he proposed to adopt was, to draw out an agreement adapted as far as possible to each particular estate, and get the best legal opinion, with reference to the effect of the Act upon it. At present, he thought it would be necessary, so far as he was concerned, to contract out of the Act, because it was not possible to make arrangements and draw up agreements before the 14th April. He would then proceed to draw his agreements as rapidly as possible. He should be sorry for a tenant to be under an impression that he intended to ignore the Act, for he believed it to be a measure of very great importance, and should be adopted as far as it was safe or desirable to do so. There was a feeling among a certain class of tenants (and in some instances the feeling was, perhaps, not altogether unjustifiable), that there should be a compulsory Act. It had been mentioned in his own county, and to avoid a compulsory Act, it would certainly be politic as far as possible to use this Act. If it were adopted upon large estates, the tenants of the smaller estates, who were the class for whom the Act was designed,

could not long have any advantages which it conferred withheld from them.

He was sorry to differ somewhat from Mr. BEADEL, whose experience in these matters was far greater than his own; but he could not help saying that the Procedure clauses met with his entire approval. He thought that, instead of causing dissatisfaction and unpleasantness, they would really be the means of making people better satisfied. His experience taught him that there was nothing like letting people know what was being done, and giving any necessary details in preference to asking them to pay large amounts, as to the particulars of which they knew nothing. One important fact to remember in dealing with compensation of the third class, was that not only the out-goer but the in-comer also, had to be considered. Agents should be very careful as to what burthen they placed on an incoming tenant, because if he had to lay out a large amount of money on entering the farm, his resources might be seriously crippled.

Mr. WILLIS BUND (Visitor) said that the question before the meeting was, could agents conscientiously advise landlords to adopt the Act or not?

It seemed to him that there was one point on which nothing had yet been said, and which might open the door to a great deal of litigation and trouble, if he were right in the view he took of it. He alluded to the 18th section, by which a landlord who had not contracted himself out of the Act, was liable to a tenant's claim for damages, on account of a breach of covenant on the termination of the tenancy. For example, a breach was committed by a landlord some years ago, but the tenancy did not terminate until some years hence: could a tenant, at the termination of the tenancy, claim for a breach of covenant committed before the

Act passed? His own impression was that he could do so, because the claim would only be made on the termination of the tenancy. If this were so, would not agents who advised landlords to adopt this Act be opening a door to let in some claim of which the landlords were not aware.

Then came another point which he thought most important. Members would recollect that in existing tenancies there was nothing, as in the case of future tenancies, which enabled them to adopt part of the Act. They must adopt either the whole or none at all. Now, it was a question whether, in the case of an agreement which contained clauses for compensation (clauses very likely going further than the provisions of this Act), and where the landlord allowed the Act to apply, did the Act supersede the agreement or not. Of course, claims could not be made under both; but would the clauses of the agreement which went beyond the Act remain in force or not? If the Act altogether superseded the agreement, he supposed very few surveyors would be justified in advising their clients to adopt it, while, on the other hand, if it were only supplementary, and if the provisions of the agreement which went beyond the Act remained still in force, he thought there would be some hesitation in advising clients to adopt it. This was a most important question for the consideration of the Meeting, and was open to a good deal of discussion.

There were other points in the Act on which he would briefly touch. First, as regarded the first class improvements. The clause of the Act did not provide that the money should be properly laid out in the other classes, so the first thing an arbitrator had to decide was, whether the money had been properly expended, and if not properly expended, there was no ground for compensation; but this was not so in the first class—no such provision existed here. This he submitted was very important to bear in mind.

Of course, he should be told that the landlords had it under their own control; but still he believed that gentlemen would bear him out in saying that it was possible to overdo improvements in the first class, and to spend a great deal of money unnecessarily.

A good deal had been said with regard to the Procedure clauses, and one inconsistency had struck him and could hardly have been intended by the framers of the Act. He alluded to the fact that, if there were only two referees, they were limited in making their award to forty-nine days, and this could not be by any means extended; but if an umpire were appointed the time could be extended indefinitely by the Registrar of a County Court. This was under the 30th section, the words of which were as follows: "The umpire shall make his award ready for delivery within twenty-eight days after notice in writing given to him by either party or referee of the reference to him, or within such extended time (if any) as the Registrar of the County Court from time to time appoints." It was clear from this that an umpire could take his own time about making his award, if the Registrar allowed him.

THE PRESIDENT inquired whether it would not be open to either party to object, before the Registrar, to the intended extension of time.

Mr. BUND replied that he thought he could take his own time if the Registrar chose to authorize him to do so.

Then as to appeals under section 36. It would be seen that, upon appeal, the matter went to the judge, and assuming that the judge sent the case back to be re-heard, he had to send it back to be re-heard before the same umpire or same referees. There was no power in the Act to direct it to be heard by different referees or a different

umpire. The umpire might come to the same opinion again, because it was not a question of law but of fact. A large amount might be spent in litigation in thus appealing against one award after the other. In this particular, he thought the procedure clauses required amendment.

THE PRESIDENT inquired whether it was obligatory on the judge to send it back to the same party.

Mr. BUND replied that he must send it back to the same referees or the same umpire, and could not call in any fresh opinion.

THE PRESIDENT remarked that that was practically what the judges did now.

Mr. BUND said he thought the judge would probably desire to call in some further advice.

THE PRESIDENT said he had had several cases where the judge thought that to be the proper course.

Mr. BUND resuming, said that it was predicted that the Act would compel more written agreements, but he thought that all the written agreements the Act compelled was this, "the Agricultural Holdings Act shall not apply to anything in the contract between us," and they might go on with verbal agreements as before, and those who had trusted to such agreements before might do so still. He thought that those who praised the Act so much on that ground, would be disappointed when it came to work.

Whether it was intended to let the Act apply or not, it would be wise for landlords to give notice, because if they did not and the tenant gave notice and then at the last moment

retracted his notice, the Act would apply. He did not say a tenant would do so, but if he wished to get any advantage out of his landlord under the Act, he might do so by this means. It would be wise, therefore, for the landlord to give notice in all cases, and revoke it, if he wished the Act not to apply, at the last moment.

THE PRESIDENT observed that he had the pleasure of seeing Sir THOMAS ACLAND among them. The Meeting would be glad to hear any observations he might wish to make.

Sir THOMAS ACLAND said that he had no intention of speaking when he came to the Meeting, and he only responded to the PRESIDENT's call gladly on one ground, that he was much pleased in that room and before the professional gentlemen whom he had the honour of meeting there, to say how great was his obligation to the Institution. He had occasion to take a very active part in this subject last year, and he could not say how much he was indebted to several Members of their body, and especially to the calm and deliberate judgment of the PRESIDENT. He might say that both landowners and tenants were greatly indebted to Surveyors of high class, and the reason was that, meeting together and discussing these questions, they helped to form a code of public opinion, which had the effect of preventing extreme opinions on both sides. His friend, by whom he had been sitting just now, knew to whom he referred, when he said that that was the opinion of one great proprietor who was responsible, as a public man, for a great many acres besides his own.

He did not feel that he was called upon to discuss the policy of the Act, and he should be very sorry to do so, because he should get, perhaps, on controversial ground.

He had listened attentively to the remarks of the able and learned gentlemen on the other side of the room, but he did not propose to reply to those remarks. The Act was the law of the land, and the question was, what was the duty and interest of those affected by it, considering that a great deal was left to their own discretion? He did not feel that he could add much to what had been said: he had come to learn and not to teach.

One point had not been distinctly alluded to, although it had been nearly approached. Now this was the point. A great number of persons were under the impression that all improvements of the first class, after the consent of the landlord, entitled the tenant to claim that the compensation should be unexhausted for twenty years, and that in all cases the proportionate deduction should be one-twentieth; and the same impression prevailed as to the second class,—that in all cases seven years would be the rule. He would beg leave to read the 6th clause. “An improvement shall *not* in any case be deemed for the purposes of this Act, to continue unexhausted *beyond* the respective times following after the year of tenancy in which the outlay thereon is made. Where the improvement is of the first class, the end of twenty years; where it is of the second class, the end of seven years; where it is of the third class, the end of two years.” What was there to support the statement made in print, on high authority, that a tenant would virtually get a lease of his improvement for twenty years, so as to entitle him to have a twentieth part only deducted each year from the £100 which he may have laid out? What the Act said was, the tenant was not to have more than twenty years or seven years; he could not have more than the maximum named in the Act, but he might have less.

When, in the House of Commons, he ventured to press

on the Government the objections to the arbitrary classification, the answer, given by a legal gentleman who now rightly held a high position in this country, was, "All the Act says is, you must not charge the remainder-man beyond what this Act allows; it will be for the valuers to say what the tenant is entitled to within the limit of the Act."

THE PRESIDENT asked Sir THOMAS ACLAND to refer to the 7th clause.

Sir THOMAS ACLAND replied that he had not come prepared for an argument. He merely submitted the point to professional gentlemen to consider. He thought he had better not, for fear of wasting their time, get into an argument. He had already taken the best legal advice he could get on the subject, and he was advised that the effect of the Act was that, under Class 1, valuers had to say in respect of how many years the tenant was entitled to compensation, and, if they made up their minds that he was entitled to ten or fifteen years, they had to divide the outlay by ten or fifteen, and make a deduction, accordingly, of one-tenth or one-fifteenth.

They would find in clause 31, which came before the clause requiring the valuers to give particulars in their awards, "The award shall find and state the time at which each improvement, in respect whereof compensation is awarded, is taken, for the purpose of the award, to be exhausted." Was it to be supposed that that meant only that the award should state whether the improvement belonged to the first, second, or third class? Could anybody suppose it meant that? If not, it must mean that the valuers should state for how many years, in their judgment, the claim for compensation ought to last. If this view

were correct—he said it with great respect, as a layman, for professional lawyers—he feared that some information widely circulated in books, and some beautiful calculations and schedules contrasting the compensations under an absolute owner and under a limited owner, would have to be modified.

What he understood the Act to provide was this:—the compensation in the case of an absolute owner wishing to use the machinery of the Act was subject to one limit, namely, the outlay; and, in the case of a limited owner, a second limit must be applied, namely, that of the letting value.

Subject to and within these limits, the valuers will in each case have to find the period over which the compensation is to run, and the proportionate deduction to be made for each year of occupation.

One principal object of the Act was to define what the owners of settled estates might, or what they might not do. The Act did not profess to be a compulsory tenant-right Act, but it professed to encourage landlords and tenants to make good contracts, and it provided the means of making such contracts binding on the successors of the present owner. As Sir RICHARD BAGALLAY had said, over and over again, an owner might obtain a charge on the land, if he did not go beyond the limits of the Act; but he might make what contract he pleased within those limits. He might grant less, he could not grant more.

A question had been put to him that day in Hanover Square, which he did not venture to answer. It was, if notice were not given on either side, before the 14th of April, and if no new contract were drawn up, what was the effect of that Act in the absence of previous notice on the existing contract of tenancy? How, in the absence of a special contract, made after the Act came into force, on the

14th of February, were you to read existing contracts of tenancy together with the Act? Would the Act over-ride the contract, or would the Act only apply to matters on which the contract was silent? He submitted that these were very serious questions, on which good legal advice would be required.

There was one other question—a question of purely practical farming. When he had occasion the other day to see some of his tenants, they said, “One point is not provided for in your agreement, there is no provision for the case of arable land *seeded out*,” (as they called it in the west), “after turnips, and without corn.” After a little discussion with his tenants, he believed that they worked out a satisfactory clause to be inserted in their agreements, but he did not think that case was provided for in the Act. The Act provided, in the first class, for laying down grass for permanent pasture; but the case of grass in rotation, was quite a different matter, and one of vital importance to the farmers in the western hill country—for with them, high farming meant the production of grass, not of corn. He was much obliged to the Meeting for the opportunity he had had of being there that day. He looked upon this as one of the most useful Institutions in London, and he was indebted to two gentlemen, between whom he had been sitting that evening, for very valuable advice in framing his own contracts.

Mr. F. F. Fox (Member) said that it seemed to him that the Act had many friends and admirers, but very few so ardent as to be willing to take it for better or for worse.

As regarded the first class, which had been so much debated, he felt it might do some injury, unless the principle enunciated by Sir THOMAS ACLAND were correct.

As Mr. SMITH had justly said, the Act would be most valuable to impecunious owners, and to those whose estates were in strict settlement ; but it would be of more doubtful utility to those who had the means and the will to make the necessary improvements. It was certainly to the interest of all owners who could do it to undertake all permanent improvements. If the Act were adopted in its present form, it struck him that it would place an agent in the unpleasant position of having to recommend something in the nature of a number of small mortgages, extending over rather long periods. If it were thought best that a tenant should make any of the smaller improvements in this class, an agent might not like to burden an estate for twenty years, when perhaps he would have no hesitation in recommending a charge for ten or twelve years.

He thought it was well worth the ascertaining by that Institution whether Sir THOMAS ACLAND'S view was correct, that a valuer or an umpire could give compensation, not for twenty years absolutely, but for a less number of years.

As regarded the second class, he believed, as his friend Mr. SHAW had stated, that as complete protection might be given to the tenant under his and other similar agreements, and perhaps better as under the Act ; but at the same time, as it was a law and had the merit of simplicity, he was inclined to think that it was best to adopt it.

THE PRESIDENT: Then you would still have to give notice to contract out of the Act ?

Mr. Fox: Yes, certainly. Then as regarded the third class: there was prevalent a certain amount of distrust as to the admission of corn, under the head of "other feeding

stuff," as leading a certain class of tenants (he trusted a small class) into temptation.

Then the question arose, supposing the first, second, or third class were altered, whether any part of them could be adopted by *reference*, and whether the Protective clauses, such as Nos. 6, 9, and 13, which seemed to apply to these classes, only in their entirety, could be adopted.

As to the question of vouchers, he thought that vouchers should be produced after the performance of works of the first and second classes, and yearly for expenditure in the third class. He must say that he thought "short reckonings" in these matters "made long friends."

Clause 15 was certainly open to suspicion. It said, "There shall be deducted the value of the manure that would have been produced by the consumption on the holding of any hay, straw, roots, or green crops sold off the holding within the last two years of the tenancy." That rather went to show that a tenant might be permitted to sell his produce of that kind up to within the last two years of his tenancy, and that, he thought, in many districts, would be dangerous, and not what they would intend in most of their agreements.

Clause 18, as to breach of covenant, had been alluded to by one of the legal gentlemen. Supposing that a tenant chose to be disagreeable, he did not see that there was any limit to his claim for alleged breach of covenant by his landlord. Whether the Statute of Limitations, or a short Act lately passed, would do so, he could not say. If there was no such limit, and a landlord or agent died, and the tenant chose to allege breach of covenant, it would be very difficult for the new comer to disprove the claim. The same applied to a tenant under clause 19, but there was a limit in this case of four years as to matters of husbandry.

As to the rest of that clause, how it came into the Act was a matter of wonder to him. It seemed, really, a clause for the encouragement of negligent and wasteful farming; because the tenant who had no claim to make for improvements would be the very man most likely to commit waste and dilapidation.

Then, as regarded the Procedure clauses. He had taken the opportunity of comparing them with the Common Law Procedure Act, and he could not but think that, notwithstanding what their friends, as valuers of tenant-right had said, that it was a much more simple mode of proceeding than was set forth in that Act. He had read it very carefully, and he could not say that it was possible to make out the process so clearly as in the new Act. He thought the provision for the appointment of an umpire by the Inclosure Commissioners was most valuable. With regard to the appeal to the County Court, if any gentleman could give an account of the working of the Irish Land Act in this respect, it would be of much service to surveyors.

One other point he would mention, and that was "Resumption for Improvements." He thought it was a great fault in the Act, as regarded mineral property, that it should be placed on the same footing as agricultural property, both as regarded the owners and the public. The whole success of a mineral concern might depend on being able to resume certain lands for the use of railways and various works at a short notice; with, of course, ample protection to the tenant as to compensation for damage, crops, tenant-right, and everything of that kind.

THE EARL OF LICHFIELD wished to say a very few words with reference to his remarks at the last Meeting, which would, probably, lead most persons to suppose that he had

made up his mind not to adopt the Act, because he thought that it would complicate his relations with his tenants. He qualified those remarks, however, to some extent, by saying that he had not quite made up his mind as to what course he should pursue. He most candidly confessed that he had somewhat changed his mind, since he heard the discussions on the subject, here and elsewhere. He certainly was prepared to hear very much more serious objections to the practical application of the Act by landlords, than he had heard either in that room, or elsewhere. The objections which he had heard, were mainly directed towards the first class of improvements—twenty years being looked upon as too long a time for claims in respect of them to hold good. His own view was that, as the consent of the landlord was required for them, the point was one of no very great importance. Further, he had formed an opinion (possibly an erroneous one) that inasmuch as the Act required that the consent of the landlord should be given to any improvements in the first class, it would be quite open to him, when the tenant applied for consent to make such improvements, to agree with the tenant as to the conditions under which the improvements should be made, even to the extent of saying that the compensation he was to receive for it, would not be spread over so long a period as the Act provided. But, even if he were wrong on that point, his friend, Sir THOMAS ACLAND, had, he thought, put it very clearly that it was entirely open to the Arbitrator to say whether the improvements should extend over twenty years or a shorter period. Therefore, he had come to the conclusion that, so far as the first class was concerned, there was no objection to any landlord adopting it as set out in the Act.

He certainly anticipated more serious objections to the second class than had yet been made. It seemed to him that

although many of the improvements mentioned under the second class might not be adapted to particular localities, the fact of a notice to the landlord being necessary was a sufficient protection to the landlord, inasmuch as no compensation could be claimed after notice to quit had been given; and, practically, a difference of opinion between a landlord and tenant, as regarded proposed improvements under the second class would, if the tenant were unreasonable and perverse, probably result in a notice to quit. There were, he was convinced, very few tenants with whom such a dispute was likely to arise, and he, therefore, felt no anxiety with reference to the second class.

The only objection which he had heard with reference to the third class was as to the introduction of the words "other feeding stuff." There had been little or no difference of opinion as to compensation for cake, and, as regarded other feeding stuffs, it did seem to him that, in order to give to tenants as broad and as liberal encouragement as possible to increase the production of the land, they should be allowed to use such feeding stuffs as they thought would be to their advantage, and to that of the land which they cultivated. All that was wanted to satisfy him that there would be no risk to the landlord in adopting that clause as it stood, was some sort of authoritative expression of opinion, which would have weight with arbitrators generally, as to the real value of the manurial constituents contained in the various descriptions of feeding stuffs that farmers, under any circumstances, could use. Now, he thought that it was possible that the Royal Agricultural Society, with the information supplied by scientific investigation made by Mr. LAWES and others, and with the assistance of practical persons as to the extent to which these figures were borne out by facts, might arrive at some approximation to a scale for assessing values of the

kind, which would be adopted by arbitrators throughout the country.

The only other clause, before he came to the Procedure clauses, to which he had heard any objection, was the 19th, where it was certainly laid down that, unless a landlord claimed, for damage done to his property, by counter-claim against the tenant's claim for compensation in respect of an improvement, he could not, under the Act, obtain any redress. Now, he must say that, so far as he understood it at the time this Act was before Parliament, it was distinctly laid down by all those who spoke in favour of it, that it was not intended in any way to give the landlords any advantage beyond that which they already possessed, but that it was solely for the encouragement of better farming in the country generally, and for enabling limited owners to charge their estates with the compensation given under it, and that it left the landlord as now, to protect himself under the Common Law, if he had a claim for damages against his tenant. He did not think that the words "but not otherwise" precluded the landlord's claim, for the 60th clause amply protected him.

As regarded the Procedure clauses he was bound to say that everything he had heard induced him to believe that he could safely accept them. The only practical objection expressed had been with reference to the appeal to the County Court. It had been suggested that, possibly, the result of experience in Ireland might be a guide in this matter. He was bound to say that all he had heard of experience in Ireland was unfavourable to appeals to the Chairmen of Sessions, who occupied a somewhat similar position to that of County Court Judges in this country. The circumstances, however, were different, and he should not consider the objection of sufficient weight to prevent

him from adopting the Act as it stood. One important point he had been unable to decide, and it was this. If he adopted the Act, as he was very much inclined to do, what position would it leave him in with regard to agreements which his tenants were already under? If, as he believed, the Act was not intended to supersede existing agreements, the most simple course for a landlord to follow who was satisfied with his agreements and who wished to adopt the Act, was to adopt it pure and simple, and to attach to it a memorandum of agreement with his tenant to the effect that they mutually agreed to place themselves under the Act, upon the distinct understanding that nothing in that Act should in any way interfere with any provision at present existing in the agreement between them. In that way it was possible, by a very simple process, to keep the existing agreements intact, except in so far as they might be altogether inconsistent with the clauses of the Act. It had been stated, and he thought very properly, that under the Act there was not sufficient facility given to a landlord to enter upon the land to search for minerals. Mr. Fox had just raised that point, and it was a very important one. His agreements contained a provision giving facility, and he would be glad to know whether he would preserve that right if he followed the plan which he had indicatèd. Again, take the case of repairs. He had an agreement with his tenants that repairs should be done—a certain proportion of the costs falling upon him and a certain proportion on his tenants. If he adopted the Act, would it be possible for any one of his tenants to say to him, “You have placed yourself under the Act, and the Act applies, and your agreement will not hold good?” He wanted to be clear on that point, which he did not think had been sufficiently considered.

THE PRESIDENT said the question which LORD LICHFIELD had just raised was a very important one, and many Members of the Institution had, no doubt, felt it to be so. The question, as he took it, was, what was the effect of the Act on existing agreement? He would be glad to hear any observations on the point.

MR. C. M. WHATMAN (Visitor) said that it seemed to him, in answer to the point raised by LORD LICHFIELD, that a reference to three sections of the Act settled the question. Section 55 provided—"A landlord and tenant, whether the landlord is absolute owner of the holding for his own benefit or not, may, in any agreement in writing relating to the holding, adopt by reference any of the provisions of this Act respecting procedure or any other matter, without adopting all the provisions of this Act; and any provision so adopted shall have effect in connection with the agreement accordingly." Section 57 provided—"In any case of a contract of tenancy from year to year, or at will, current at the commencement of this Act, this Act shall not apply to the contract, if, within two months after the commencement of this Act, the landlord or the tenant gives notice in writing to the other to the effect that he (the person giving the notice) desires that the existing contract of tenancy between them shall remain unaffected by this Act;" and Section 60 provides—"Except as in this Act expressed, nothing in this Act shall take away, abridge, or prejudicially affect any power, right, or remedy of a landlord, tenant, or other person, vested in or exercisable by him by virtue of any other Act or law, or under any custom of the country, or otherwise, in respect of a contract of tenancy, or other contract." Therefore, as far as his opinion went, it seemed to him that, in the case put by LORD LICHFIELD, of a yearly tenancy

now existing under a written agreement, it would simply be necessary for the purpose of incorporating the Act to add to the agreement a memorandum in some such words as these—
 “Memorandum. It is mutually agreed between the parties to the above written agreement, that the provisions of the Agricultural Holdings Act shall be taken and deemed to be a part of and to be incorporated a part of such agreement, save and except as is otherwise provided for or by such agreement.”
 He was very glad to have heard the observations of Lord LICHFIELD and Sir THOMAS ACLAND, and entirely agreed with what they said as to the mode of ascertaining allowances for improvements. Some of the previous speakers, seemed to be under a mistaken notion on this point. He thought if they carefully looked at the clauses again it would be seen that the allowance was to be for the unexhausted value of the improvement and not a *pro rata* allowance for each year, extending in the case of improvements of the first class to twenty years. It was a question simply for the arbitrator, to ascertain what the unexhausted value was worth.

THE PRESIDENT asked Mr. WHATMAN to kindly give the Meeting his opinion with regard to the 7th clause, which began by saying “The amount of the tenant’s compensation in respect of an improvement of the first class, shall, subject to the provisions of this Act, be the sum laid out by the tenant on the improvement, with a deduction of a proportionate part thereof for each year while the tenancy endures, after the year of tenancy in which the outlay is made, and while the improvement continues unexhausted.”

Mr. WHATMAN replied that the 6th and 7th sections must be read together. It would be found that the 6th section was to this effect: “An improvement shall not in

any case be deemed for the purposes of this Act to continue unexhausted beyond the respective times following after the year of tenancy in which the outlay thereon is made."

It did not say that it was to be considered unexhausted for a stated period, but that it should not exceed that period. Those two sections, as he had said, should be read together and under the general reference clauses, "All questions of compensation and amounts are to be determined by the arbitrators in the terms of this Act." He was glad to find, from Lord LICHFIELD's remarks, that the advice he had some time since given as to the construction of the 19th section, was corroborated. He advised that the words "not otherwise" did not deprive a landlord of his remedy at law for a breach of agreement by the tenant; but that they referred to the case of a tenant making a claim for improvements, when the landlord, if he was entitled to any compensation from the tenant, would have to make a counter-claim, to be dealt with by the arbitrators.

The general conclusion he had come to with regard to this Act was, that the wisest and best thing for landlords to do was at once to contract themselves out of it, and have written agreements embodying such portions of the Act as were really applicable and suitable to the various holdings and the localities in which they were situated.

He would also recommend that any question of custom should be most carefully eliminated, for, in his experience, which extended over many years, he might say that the most difficult and unsatisfactory cases on which he had been called upon to advise were questions of custom.

One provision in the Act which he suggested should not be adopted, was the power of reference to the County Court. He was satisfied that it would be a great inducement to a

cantankerous tenant, when he found that he could, at a very small expense to himself, go to a court of law, to resort to the legal remedies thus provided for him.

On the motion of Mr. T. SMITH WOOLLEY the discussion was then adjourned to the next Meeting.

AT
THE ORDINARY GENERAL MEETING,

Held on Monday, March 6th, 1876,

THE PRESIDENT IN THE CHAIR,

The Adjourned Discussion on the Agricultural Holdings (England) Act, 1875, was resumed by—

MR. T. SMITH WOOLLEY (Member), who said that every one was familiar with the definition of a clever man as he who expressed one's own convictions in more clear and forcible language than was possible for oneself. Judged by that standard, Mr. BEADEL, who opened the discussion on the last occasion, exactly fulfilled his idea of a very clever man.

There was one point, however, with reference to which his experience did not exactly coincide with Mr. BEADEL's. He had not met with any Lincolnshire tenants willing to spend their money in brick buildings, if they were sure that their tenancy would not extend beyond twenty years, though it was a very usual custom on estates where the holdings were, practically, almost permanent. He was of the class referred to by another speaker (Mr. Fox), in his apt quotation from the marriage service, to the effect that although many were much in love with the principles of the Act, very few were ready to take it "for better or for worse." He did not agree with Mr. Fox in his admiration of the course of procedure prescribed by this Act, nor in his view that it was simpler and more efficient than the Common Law Procedure Act. In point

of fact, although the Common Law Procedure Act was referred to in many agricultural agreements, it was seldom put into practice. He would venture to read a clause which he had been accustomed to put into his agreements: "In the absence of any mutual agreement to the contrary, all questions which may arise between the parties hereto in relation to the amount to be paid to the tenant on quitting, for acts of husbandry, tenant rights, and unexhausted manures, or to be received of him for dilapidations or breaches of covenant, or as to the construction of any part of this agreement, or as to any point not herein provided for, shall be settled by arbitration, in the manner prescribed by the Common Law Procedure Act, 1854. But no claim for acts of husbandry, tenant rights, or allowances other than those herein authorized, shall be entertained by the Arbitrators." That clause had worked admirably; it recognised the old-fashioned custom of submitting matters in dispute to ordinary arbitration, and provided a means of supplementing that form of procedure in a legal way, if it failed, which was seldom the case, to give satisfaction to all parties concerned. If he understood the Act rightly, the mode of procedure set out in it could not be made to apply to existing agreements, and he must say that, in any case, he had a great objection to any attempt to put new cloth to old garments—a proceeding as to the unwisdom of which we had the highest possible authority.

Personally, he was in a happy position with reference to the subject of discussion. Very early in his practice he had become exceedingly discontented with the results of leaving any question to be determined by the "custom of the country," and it had, for thirty years past, been his habit to have a written agreement for every letting he was concerned in. He had always gone on the principle of adopting, in a more or less modified form, what was known as Lincoln-

shire tenant right, even in districts where anything of the kind was before unknown, and it had worked most satisfactorily.

The Institution was under great obligations to those members of the legal profession who had taken part in the discussion,—he alluded to Mr. STAVELEY HILL, M.P., Mr. WILLIS BUND, and Mr. WHATMAN. Their views had been very ably and clearly expressed; but he could not hide from himself the fact that they were not at all agreed as to the effect of the Act as against either custom or existing written agreements. That was an additional motive to him to contract himself out of the Act.

He had selected and brought with him to the Meeting thirteen of his agreements, representing a rental of nearly £13,000. They extended over a wide range of country, and were all different in some respects. The first was a Yorkshire agreement with a “following crop.” The second was a North Lincolnshire agreement, also with a “following crop;” the third, a Lincolnshire wold farm, without a following crop;” the next for a Lincolnshire middle marsh farm, another for a Lincolnshire light land farm on a Michaelmas tenancy; the next for a Nottinghamshire forest or light land farm; the next for a Nottinghamshire clay farm; the next for a Leicestershire mixed land farm; the next for a Leicestershire grazing farm; the next for a Warwickshire mixed farm; the next for a Hertfordshire farm; the next for a large arable down farm in Wiltshire; and the last for a North Wilts dairy farm.

He passed in mental review the thirty or forty tenant-right valuers who would be concerned in the adjustment of these agreements when they ran out. Many of them were honest and capable men and of the highest class in every way; some of them capable but not honest; others honest but not capable, and a small minority neither one nor the other; but

they all resembled each other in this respect, that they were not lawyers, were perfectly incompetent to read a complicated Act like this, and would be certain to make a greivous mess of any attempt to construe it in connection with the agreements.

He might, perhaps, be allowed to read an extract from the 4th chapter of Mr. WILLIS BUND's book on the "Law of compensation for unexhausted agricultural improvements," which showed the number of pit-falls lying in wait for valuers of the old class. It commenced thus: "A tenant having ascertained that he is entitled to some compensation under the 'Agricultural Holdings Act,' the next thing he has to consider is, how is the amount of that compensation to be settled, and when settled, how, if payment is resisted, can his claim be enforced." Then followed sixteen pages, setting out the almost numberless and complicated points of which must be carefully borne in mind in claiming or awarding compensation. This consideration alone was sufficient, so far as he was concerned, to induce him to recommend his clients to contract themselves out of the Act, bearing in mind that they had fair and reasonable agreements with their tenants, insuring them as fair and full an amount of compensation, speaking generally, as they would receive under the Act.

He should like to say before sitting down, as illustrating the tenant's point of view, that on some Lincolnshire estates and others, the occupiers were giving notice to landlords to contract themselves out of the Act. One of his employers, a member of the House of Commons, did not adopt his recommendation to contract out of the Act, until he had, himself, explained the matter to his tenants, and asked their opinion on the subject. All preferred to remain under then existing agreements, and two of them expressed their opinion in the following fashion :

“ Sir,—We, the undersigned, have examined the Tenant-Right Bill, and find there is no advantage to us to adopt it, we therefore declare we will have nothing to do with it.

“ We think it would be much better for those big men in Parliament to mind their own business, and, let us alone; if we cannot get on without them, we will send for them; but we are sure you on your part, and we on our part, are able to make our own bargains. Hoping the same good-feeling may continue between landlord, tenants and stewards for some time to come, We are, Sir,” &c.

In conclusion, he wished again to express his own opinion that the main principles of the Act were thoroughly sound and good, except as regarded some few points about which there were differences of opinion; and, although he did not think it would be of value where good agreements already prevailed, there were very large districts of country where it was important that its principles should be recognised and acted upon in future contracts.

Mr. W. WRIGHT (Member) said that, as the provisions of the Act had already been so exhaustively discussed at the previous meetings, and as time was of so very much more value than anything he could say, he would endeavour to be as brief as possible.

The first class of improvements was of a very important and costly character, and really appeared to come more within the province of the landlord or his agent than that of the occupier. The tenant farmer had often no technical knowledge or experience of such works, and they would certainly, as a rule, be much better left in the hands of the landlord, or in those of a competent agent or Surveyor. He did not think, however, that the provisions for the first class of improvements would be very extensively applied

throughout the country. Supposing that a landlord were short of funds for erecting buildings or draining his land, and could not therefore do these works, charging a fair percentage on his outlay (and no doubt this was the proper course), he feared that instances would be of rare occurrence, in these miserably depressed times for farmers, and which appeared to be getting worse every year, where the tenant's pockets were so overflowing with money that he could afford to give notice and do them himself. Many things in the first class were certainly exhausted in a much shorter time than twenty years; but this had been discussed by previous speakers, and, as time was valuable, he would not say more on that point. It only went to confirm the statement made by Sir Thomas Acland, that Parliament never intended to lay down a hard and fast rule giving twenty years in all cases.

The second and third class of improvements were of great importance to tenant farmers, and, in the absence of any agreement, appeared to be extremely fair and reasonable. The customary agreements in Nottinghamshire, Lincolnshire, and Yorkshire were, as had been said before, quite as liberal and well defined as any provisions of the Act, and therefore, as regarded a very large area of, perhaps, the best farmed land in England, these provisions were comparatively useless. As regarded the compensation for feeding stuffs being limited to that purchased, he thought a tenant was as much entitled to that of his own production. Objections were made that it would open a door for fraud, and be difficult to arrive at, but he could not see that it would be more so than the present custom of vouchers being produced for every actual payment. Tenant farmers were, as a rule, very honest and very truthful, but supposing the valuers were not satisfied, they could easily ask the outgoing tenant to produce his grinding bill, or take his account of all corn

threshed, and deduct that sold ; or, being practical men and farmers themselves, find the number of fat beasts fed off, and they would then soon have an idea whether there was any imposition on the part of the claimant. By the 15th section it was provided that no larger outlay, during the first year of the tenancy, than the average amount of the tenant's outlay for like purposes during the three next preceding years of the tenancy, or other less number of years for which the tenancy had endured, should be taken into account. There was an agreement on one large estate, under his agency, that was put at one-sixth for the whole of the cake used in the last three years, and he found this insured a more regular consumption, and at the same time a tenant was always certain of getting half of what was used in the last year.

In the 18th and 19th sections, there was power for the tenant to claim for breach of covenant, and for the owner to claim against the tenant for breach or waste. These clauses, he thought, were calculated to cause considerable dispute and litigation. They had already been referred to, and therefore he would not go into details, but would merely say that the more practically they were considered, he thought the greater were the difficulties which presented themselves.

As to the 51st clause, he confessed to agreeing with those who preferred to stick to the old-fashioned six months notice, and many large tenant farmers were actually of that opinion. At all events, it seemed very important to adopt Mr. SHAW's suggestion, made at the last meeting, of letting the six months stand good in the event of the death of the tenant.

As to the procedure clauses, he would say that he was altogether afraid of them. He had a great horror of law, and he thought they were likely to cause much difficulty,

and a great deal of litigation. Tenant farmers, as a rule, very much disliked pen and ink—there was nothing they hated so much as writing. Very few of them would know how to comply with all the written forms, such as notice of claim and appointment of arbitrators, or all the complications attending the exercise of the powers of the county court, and the result would naturally be that, on every change of tenancy, the tenant farmer would go to his lawyer, and directly this happened their troubles would begin. There could be no doubt that the past system of farm valuation was open to considerable improvement, and one great end attained by this Act would be insuring the appointment of thoroughly competent arbitrators. Many things in the present system of valuing were incorrect, even as regarded actual prices, but still they went on year after year sticking to the old customs.

Then, again, as regarded dilapidations,—a tenant right valuer was no doubt a very good judge of agricultural matters, but knew nothing of buildings generally, or prices of materials and labour. If, for instance, a gate or door were made just to shut or swing, he would pass it, as being in tenantable repair. The valuers were nearly always tenant farmers themselves, and had, hitherto, let the question of dilapidations down very easily; so that the landlord had had to do his own and the tenant's share in putting things into order. While the outgoing tenant's interests were so fully considered, it was surely right and proper that the incomer should be also protected. He must say, from what he had heard in discussions, hitherto every one appeared to be greatly concerned for the welfare of the outgoing tenant, while little was said for their friend the incomer, and surely he was the man to be looked to, as being the most likely to be imposed upon and therefore the most deserving of sympathy. One effect of the Act would be to make tenants

and landlords frame agreements for themselves, and put tenancies on a business-like footing, which had seldom been the case hitherto. It was impossible for the Act to take the place of an agreement, as there were necessary points connected with a tenancy that could not be embraced in an Act of Parliament. One clause was very necessary against sub-letting, another to let the incoming tenant plough the arable land where the outgoing tenant refused to do it at a valuation, and another clause to make it compulsory for the landlord to take the grass keeping of the out-going tenant at a valuation from the time of its being freed. This would prevent the sale of the grass by public auction, and the risk of animals, perhaps infected with foot and mouth or other disease, being brought to the incoming tenant.

There was one little thing he would like to call attention to. It might be considered out of place, but it seemed desirable that, while Parliament were considering the question of tenancy, they should take some opportunity of giving attention to the Law of Ejectment, and making it more easy of application. As is now stood, an out-going tenant having no means, yet not actually bankrupt, might under a Lady-day tenancy, although he had received six months' notice, refuse to go out, and possession of his farm could not be had until after the July Assizes. The unfortunate man taking the farm, could not enter to plough or perform other necessary acts of husbandry, and it was easy to imagine the consequences on a large arable farm. Altogether, he thought it would be found that, although the Act was very valuable as thoroughly recognising the principle of tenant right, and being of great use to owners having limited interests in their estates, and though surveyors fully expressed their loyalty to it, yet they would, for the most part, go home to-morrow morning and contract themselves out of it. A year or two ago he set to work to make agreements on estates

with which he was connected. Some were made where they never before existed, and where the old customs were the only guide. The district to which he referred represented an area of perhaps 50,000 acres, and he had, at last, brought the agreement into such a shape that the tenants had all signed it, and now said that they preferred to keep to it, rather than adopt the Act, and he was himself of the same way of thinking. He did not think there was anything very clever in the agreement, and thought it might be improved, but he hoped it would be sufficient to keep the tenants and himself good friends, insure the lands being tolerably well farmed, and (what was most important of all) keep them out of law.

Mr. W. EVE (Member) was, unlike most of the previous speakers, disappointed at the discussion, not on account of the want of ability, or even ingenuity,—for much of both of these had been displayed,—but on account of the want of loyalty to the Act. A great deal had been said about loyalty towards the Act, but very little of that quality had really been shown. He was reminded very much of the old story of the feast to which, when the invited guests were informed the feast was ready, they “all with one consent began to make excuse.” That, he thought, represented the sentiments of most of the speakers on the subject. One preferred no agreement at all, another had already yoked himself to an agreement which comprised everything desirable, while another was wedded to the plan of taking out of the Act such things as pleased him, and left everybody else to take care of himself. Now, he ventured to think that, if this was the way in which this Act was to be received, it would not be long before the Statute Book comprised an Agricultural Holdings Amendment Act; and those who had Conservative proclivities should, therefore, think twice

before taking any step to lead to such a result. This Act was called for, not by the tenant farmers alone, but by the public generally, and it would be to the permanent interest of the landlords if they went a little out of their way to adopt it. He ventured to think that a Radical Government (which they might have some day) would treat this subject in a way which all present would regret, and it would have been better, therefore, had the question been approached with a little more liberality of spirit.

With regard to the observations of Mr. SQUAREY, who advised the adoption of the Act "with the limitations suggested" by him, what did his remarks amount to? He said, "I don't object to the items included in class 1, because the tenant could do nothing without the consent of the landlord." As regarded class 2, that the agreement should provide that the landlord's consent should also be had, and that he would strike out class 3, all but one item. Such was the loyalty that Mr. SQUAREY showed towards the Act.

There was a principle in the Act which had not been alluded to in the discussion, and which, as far as his knowledge of permissive legislation extended, was a new and admirable feature in legislation of the kind. Unlike other permissive legislation, which permitted a person to adopt an Act if so disposed, this Act compelled its own adoption, unless the person affected contracted himself out of it. If the landlord to whom Mr. SMITH alluded, really wanted the sentiments of his tenants, he should have left them alone, and he would then have obtained them by their giving him notice to contract out of the Act or otherwise, as they thought fit.

He could not help thinking that Mr. BEADEL misapprehended (if he might use the expression) one principle of the Act. As he (Mr. EVE) understood the Act, the foundation of it was that every one should be compensated

for an improvement which was unexhausted, but Mr. BEADEL, in his remarks, proceeded upon an entirely different assumption. He entered into a discussion as to within what period a farmer who drained his land, would reap a return for the money which he laid out on his holding. Now that, he ventured to say, was not the principle of the Act at all. It was not a question of how long a tenant would be in getting back his money, with a fair remuneration for it, but whether when he gave up the property which formed his tenancy, the improvement which he had effected was exhausted or unexhausted, the only limit to that principle being, that nothing should extend beyond a period of twenty years.

He was very sorry that the point which Sir THOMAS ACLAND raised, had not been raised at an earlier period of the discussion, as he thought it would have guided many of the speakers in their remarks. He had read the Act over before that point had been raised, and it seemed to him to be clear that the stipulated periods, under the various classes, were simply those which were not to be exceeded; the only question being, was the improvement exhausted, and not whether the tenant had reaped, or had not reaped, a return for his money.

As regarded the details of the Act, he should like, in the first place, to offer a remark with reference to clause 22, sub-section 4, and he did not see how a difficulty which he was about to point out could be met, if it arose; the clause recited that:—"If before award, one of two referees dies, or becomes incapable of acting, or for seven days after notice from either party requiring him to act, fails to act, the party appointing him shall appoint another referee." Now, he apprehended that, if one got hold of an obnoxious person on either side, he might appoint a referee whom he knew would not act, and as far as he could understand the Act, he might afterwards appoint another whom he knew

would not act, and there appeared no way of bringing him to book, to use a vulgar expression.

THE PRESIDENT asked Mr. EVE whether it was not provided that, if a party failed to act within a certain time, the party appointing him should appoint another referee?

Mr. EVE replied that it was, no doubt, so, but the Act did not say he should appoint another who would act. In this case a person might appoint, say, A, who would decline to act. There would then be another seven days, and B would be appointed, whom he knew could not act, and so on; thus a settlement of the matter might be indefinitely delayed.

THE PRESIDENT said if that were so, was it not rather an inducement to contract out of the Act?

Mr. EVE thought not, but to seek some modification or improvement of it.

With regard to another clause (the 42nd), he did not see anything to meet this case in the interpretation clauses. The word "Holding" included every part under one agreement, and if a landlord had a life interest only in one portion of the holding, and the fee simple of the other, any buildings or like improvements on the property forming his fee simple holding, might go to prejudice the life interest, and he did not see how that matter would be met.

He wished to call attention to one other point, which arose in connection with clause 38, and which seemed to him to exclude a good deal of property from the operation of the Act. It ran thus: "Nothing in this Act shall apply to a holding that is not wholly agricultural, or wholly pastoral, or in part agricultural, and as to the residue pastoral,

or that is of less extent than two acres." Now, he apprehended that a holding including a mill, could not be brought under this Act for that simple reason, and it seemed to him a pity that there was not some limit to the sweeping character of that clause. Many a farm was held with mills, and should be brought under this Act.

With these few exceptions, he thought the Act was deserving of a rather more loyal reception than it had met with, and he hoped that time would prove that it would promote the agricultural interests of the country.

THE EARL OF DEVON (Visitor) (in response to the President's invitation), said that though objections might, he thought, be very reasonably taken to some of the details of the Act, he would at once say, as a landlord, that he had not, as at present advised, thought it right to contract himself out of it.

He had cordially supported the Bill in Parliament, on the same ground and with the same object as he had supported an analogous Bill for Ireland, believing, in both cases, that it was a just and wise thing to recognise the principle of compensation to tenants for unexhausted improvements.

He was happy to say that, on the estates with which he was connected, it had always been the practice to make fair agreements with the tenants, and he trusted and believed that they had no reason to complain of the regulations subsisting between them and himself. But he could not forget that there were certain cases, both in Ireland, and in this country, in which it was important that the tenant should have some protection beyond even that afforded by the custom of the country, or the landlord's sense of justice. There were cases in which property which had been for generations in the hands of one family of owners, might pass into different hands, where the parties might

not act towards each other with that strict sense of justice which long association and centuries of mutual relations engendered between landlord and tenant. In such cases it was important that there should exist an Act of this kind, laying down principles for the protection of the tenant. It was certainly a question with him as to the length of notice which was proper, but as this, so far as he, at present, had formed an opinion, was the only point on which he should be desirous of withdrawing himself from the operation of the Act, he did not feel himself justified in doing so, believing as he did that the Act, as a whole, was a good thing for the country and that its principles deserved his loyal support

Mr. GILSON MARTIN was afraid that it would be thought a little presumptuous on his part, coming from Dartmoor, to offer any suggestions before so many leading Surveyors and other gentlemen on this important Act, but great interest was felt in it in his part of the country, although so far from the Metropolis.

He thought the great good of the Act was, that it shadowed forth general principles, leaving all parties to work out the details.

It had been thought, by some persons, that it was intended as a model lease, but he was quite sure that the practical minds which assisted in framing the Act, knew their business far too well to suppose that they could make a model lease in an Act of Parliament,—a difficulty with which all were familiar who attempted to make agreements or leases to suit a single county, or even, in some cases, one parish.

As regarded improvements of the first class, as they had to be done with the consent of both parties, he thought they might be pretty well left to take care of themselves. There

was one point, however, with regard to draining which called for some comment. Under this Act an arbitrator might put the duration of an improvement of the land at any number of years not exceeding twenty. In Lincolnshire the custom was ten years absolutely, but it applied to districts which, speaking generally, could be more cheaply drained than land in many other parts of England. He thought that, under this Act, there should be an agreement to drain land, which should state a positive time during which the allowance, in respect of it, should last. He could refer to instances where two fields (even contiguous fields) had been drained at the same time, and while the drains, in one case, would be efficient for fifty years, in the other they would get blocked in fifteen years, owing to the bad quality of the land or to the presence of a great deal of iron deposit in the soil.

Improvements of the second class had been fully discussed, but some of the speakers had fallen into the error of supposing that they endured for seven years absolutely, deducting one-seventh yearly, without considering the words "while the improvement continues unexhausted." In Lincolnshire, seven years were regarded as not too long to allow for lime, which was used there more as a pulverizer and not so much as an artificial manure. In Devonshire, on arable land, three years were deemed sufficient, and four years on pastoral land, but not on the same principle as in Lincolnshire; they preferred to allow, on pasture land, the whole in the last year of tenancy, four-fifths in the year before the tenancy expired, three-fifths two years previously, and two-fifths three years previously. Some of the best land with which he was acquainted would not feed cattle unless it was well limed. When he went into Devonshire some years ago, he could scarcely find an agreement or lease with a schedule of allowances at the foot.

With regard to the third class, he had never yet dared to recommend allowances for corn consumed by cattle and sheep, but he could not argue that the principle, if not abused, was inequitable. He thought, however that, unless farming considerably altered in many of the counties of England, it would be a long time before a landlord would be troubled with a large bill for cake, in the last year of the tenancy.

With reference to clause 15, sub-section 2, the words "sold off," he thought, should be followed by the words "or carried."

As to the words in clause 19, "but not otherwise," which had caused so much discussion, he could only say that the best opinions he had been able to obtain with reference to their meaning coincided with those expressed by Lord LICHFIELD and Mr. WHATMAN.

The arbitration clauses were, he thought, very ably dealt with by Mr. BEADEL. He fully endorsed his (Mr. BEADEL's) remarks with reference to the giving of details, as a rule, and he thought in no class of valuations was it more desirable than in tenant right valuations; but it would be found necessary to give some particulars as to the time in which improvements in classes 1 and 2 were supposed to be exhausted. It was very desirable that full details of some kinds of improvement should be given, as there was nothing to prevent the outgoing tenant from claiming for an improvement found to be exhausted when he entered.

The next point was the notice to quit. When he went into Devonshire, ten years ago, he found that his predecessor had instituted twelve months' notice to quit (he had had some opportunity of seeing it work, and had found no great reasons for objecting to it), accompanied by a provision that the notice should not exceed six months in case of death; but he found that the tenants entertained

strong objections to a six months' notice in case of death, urging that it was tantamount to saying that the widow would be turned out of the farm, and he had therefore recommended its withdrawal as a point of trivial importance.

With regard to the question which Sir THOMAS ACLAND had raised (page 226) as to the effect of the Act, in the absence of notice, on the existing contract of tenancy, he was advised that the Act would over-ride the agreement, so far as it applied; but where it did not apply, that the agreement would then step in. It appeared to him that there were three courses open for adoption:—To accept the Act; to contract within the Act; or to contract out of the Act. He should not think it desirable to adopt the Act, because he believed that much more satisfactory contracts, to both landlords and tenants, could be made, either by contracting within the Act under certain limitations, or by adopting a lease or an agreement, with a strictly defined schedule of allowances, to suit the locality for which it was intended. By that means the position of landlord and tenant would be much more narrowly defined than the Act provided for, or than any Act could provide for. He thought it very well worth considering whether the incoming tenant should not show a copy of the inventory to his landlord, or to the agent, because it was very necessary that the agent should be informed how the tenant had entered. It might be urged that matters of the kind would be all subject to the award of the arbitration; but that arbitration by mistake or otherwise, might include things which were outside the Act or agreement, as the case might be.

Mr. T. STATTER (Member) said that, on Lord DERBY'S East Lancashire property, consisting of 20,000 acres, for which he acted, there was not a single tenant, whatever his holding might be, who had not a stamped agreement (even

if it were for so small a sum as one shilling for encroachments) perfectly understood between the landlord and himself. That being so, he did not see that the Act applied to that district of country, and for this additional reason—that the district was a commercial one. The property was surrounded by large towns, having populations of from 500,000 to 50,000, and his contracts were all free trade contracts. The tenant was free to sell everything, and was not obliged to keep a hoof on his farm, but he was bound to purchase or produce on his farm, a given quantity of manure, lime, or bones. Therefore, although Lord DERBY was exceedingly anxious that this Act should be applied to all his property in the district alluded to, he (Mr. STATTER) did not see how it could be done, and had advised his Lordship accordingly. The bulk of the straw on these farms was sold to the paper makers; the hay was grown for the purpose of feeding horses used in commercial pursuits, and the after grass was left to be eaten off by the horses of butchers or others in the immediate or surrounding districts. The Act might be very useful in purely agricultural districts, but in districts where the produce of the soil was much more valuable for sale than for conversion into manure he thought it was not desirable that restrictive covenants should be entered into.

In other parts of the country where Lord DERBY was largely interested, and which were purely agricultural, he found that the feeling of the tenants was strongly in favour of the non-adoption of the Act; in fact, so strong was it, that, in the township of Bickerstaffe, which was purely agricultural and highly farmed, the tenants had one and all given notice that they did not intend that the Act should be adopted. The whole of the property of which he had the management, was in admirable condition. All drainage was done by the landlord, who had maintained a staff of

some fifty or sixty men for the last twenty-five or thirty years for that special purpose. The practice on the estate was to put the holdings into thoroughly good order, and then let them to the best and most respectable tenants to be found, leaving them nothing to do but to cultivate the land, and perfectly free to sell the whole of the produce. The tenant was not bound as he had said, to keep any stock on his farm, but if he did not do so, he must purchase a given quantity of manure. He had to buy calcareous manure, such as caustic lime, to enable him to utilize the land to the fullest extent, for on meadow lands in this district, unless caustic lime were used about once in seven years, the herbage became so rank that all the better kinds of grass were driven out of the soil, and the hay produced was almost as strong as that of a water meadow. Then, again, buildings on the estate with which he was connected, were all put into repair before the farms were let, and the landlord contracted to keep the roofs, &c., in condition, leaving the tenants to keep the buildings in repair.

There was no such operation as the laying down of permanent pasture in his neighbourhood. The meadows were all permanent, and unless there were some good reason the tenant was not allowed to plough his meadow land, but if he wished to do so, he had only to ascertain the wishes of his landlord or agent, and get an authority for doing so. There were neither osier beds nor water meadows in his district; and, as regarded the latter, the great object was to get rid of the water rather than to irrigate any portion of the soil. Gardens were all laid out by the landlord, who also made and improved all roads. There were no such things as open watercourses on Lord Derby's estate, and the removal rather than the planting of fences, was the question with them.

Again, the planting of orchards was not an operation of

frequent occurrence in Lancashire, the climate of which was not suitable for fruit growing; and as there was no waste land, there was none to reclaim, and warping was of course unknown. From this it would be seen that the Act had no possible application to the district with which he was connected.

A great deal had been said on this and on former occasions about the necessity of protecting the tenants' outlay. The extent to which he was entitled to such protection must, however, depend materially on the circumstances under which the tenant held, and whether the landlord was doing all that he could be expected to do in the way of draining his land, making permanent roads, and erecting sufficient buildings. If the landlord did this, the tenant had nothing to do but to cultivate the land, and when he got a free-trade contract, and was enabled to cultivate it as he liked,—either purchasing or producing a given quantity of manure, and applying caustic, lime, or bones,—he did not think he had much to complain of. He had not heard of one single tenant on the property of which he had the management, who desired that his existing agreement should be interfered with in any way.

Mr. P. D. TUCKETT (Member) said that he proposed to deal chiefly with the details of the subject to which the President had invited special attention, without going into the main questions which had already been so fully discussed. He would therefore begin with the fact that, with one exception, all who had given an opinion on the two preceding evenings, had advised landlords to give notice not to adopt the Act. Whilst many speakers had praised its principles, all but one had seen practical objections to its adoption as an entirety. So far the judgment of the Institution, and of those outside the Institution, was nearly

unanimous, and he cordially concurred with it. He fully agreed with his friend, Mr. SQUAREY, in hoping the principles of the Act would be loyally carried out, and in recognising its practical value in certain cases, of which he had already a striking instance, in the case of a large farm held under the trusts of a very old will, dating before the Settled Estates Act, and containing no powers of any kind. A considerable outlay being urgently needed, an application to Chancery, for power to lease, had been saved, by this Act removing the difficulty in another way. But, whilst recognising the value of the Act, and its general fairness as between landlord and tenant, he also felt the force of the objections that had been urged to the adoption of some of its details, and certainly, when a full written agreement existed, providing for an outgoing valuation, he should not like to risk the unforeseen complications that might ensue from a simple adoption of the Act, which might involve, among other things, two umpires valuing different items in the same outgoing. He might also suggest another reason for not being in a hurry. The promise of a period of repose, after what had been termed "harassing legislation," seemed not to have included land agents; and, although he did not doubt that the Rating Act of 1874, and the Public Health Acts of 1872 and 1875, would prove useful measures, he confessed that he should be glad if rural Boards of Guardians could be allowed a little more time to study the application of those Acts, in reference to the assessment of woodlands and sporting rights, and to the removal of nuisances, before another new system, requiring considerable study on the part of those who would have to carry it out, was put into motion in the districts where his clients happened to be landowners.

Assuming it to be agreed that notices should be given before the 14th day of April, a few words about how that

was to be done might be useful. He had printed a letter to accompany the notice, explaining the reasons for the step, very much in accordance with the views expressed by Lord LICHFIELD on the first evening of the discussion. On that occasion it transpired that some gentlemen had given notices before the 14th February, and it should be known that these do not comply with the Act. One gentleman had given an ordinary notice to quit at Michaelmas next, before the 14th February, but he would clearly have also to give notice not to adopt the Act, in order to make a six months' notice operative. Under the 49th section, it seemed to be held by many lawyers that incumbents of glebe land could not give notice not to adopt the Act without the consent of the Governors of Queen Anne's Bounty. He, being no lawyer, would not have so read the section, and he understood the legal authorities were not agreed upon the point. By the 4th section, the term landlord included an agent authorized in writing to act under the Act. He was told that counsel had advised that these notices could not be afterwards adopted by a landlord like an ordinary notice to quit, and, if signed by an agent not duly authorized, would not stand good.

Having given the notice, what was to follow? Mr. SQUAREY and other speakers suggested the adoption of portions of the Act, omitting other parts. He ventured to think it would generally be more convenient to make improvements of the first and second classes the subjects of special contracts, the more so as, in many cases, the need of such would not arise. If so, the ordinary agreement for letting farms need only deal with the third class—unexhausted manure and unexhausted cake; and in many existing Lady-day agreements, there would be nothing to alter. He had always regarded the third class as the most practically important part of the subject, because a tenant with more capital than

the cultivation of his land needed, was always more or less at a premium, and was not compelled to take a farm deficient in drainage or buildings, if the owner declined any reasonable arrangement. But, if he meant to make the most of *any* farm, he was compelled to use artificial manure or cake, or both. He entirely concurred with Mr. SQUAREY, that there was risk in including "other feeding stuff," with cake. In the Royal Agricultural Society's Journal for 1875, Mr. LAWES' paper on "The Manurial Value of Feeding Stuffs," showed as the result of experimental analysis, that one ton of decorticated cotton cake produced manure worth £6 10s.; one ton of linseed cake, £4 12s. 6d.; one ton of barley, only 30s.; of oats, 35s., and of Indian meal, 31s. If these experiments were reliable, animals must assimilate corn much more completely than cake, and leave much less behind. He (Mr. TUCKETT) would like to see these results further confirmed; but, even should they prove correct, he believed it would be hopeless to expect the generality of tenant-right valuers to make such apparently extreme differences. No one had dealt with the application of these allowances to Michaelmas entries, except Mr. BEADEL, who remarked that they seemed chiefly to affect Lady-day ones. Certainly, in Essex, Suffolk, Kent, and Surrey, where the manure was valued, the words of the Act would exclude any further allowance for cake; but there were very large districts, including Hampshire, Bucks, much of the Cotteswolds, and so on, over which Michaelmas entry prevailed; yet all manure made on the farm was left without payment, except for labour thereto. And even in Essex, such cake only as added to the value of the manure which was left at Michaelmas, or was applied to the last root crop, was in any way allowed for, and only the artificial applied to such last root crop; and this was by no means equal to the Lincolnshire allowances.

He thought it very short-sighted policy not to pay for manure in a Michaelmas entry, as very little was left behind in such cases, and it prevented high farming; and it occurred to him that that there would be no great difficulty in adding to the Essex system a small allowance for the preceding year's cake, to that extent following the Lincolnshire precedent. Being for a definite expenditure, he could hardly think it would degenerate into a another form of Surrey half-dressing. A question arose between Sir T. ACLAND and Mr. BEADEL, as to whether valuers had power, under the Act, to limit the duration of an improvement to a shorter number of years than that mentioned in the Act. Sir T. ACLAND was certainly correct in what he said, that the terms were *maxima*, and that the valuers had a discretion. But he ventured to think that, practically, this did not touch Mr. BEADEL's argument; because, before the valuers reduced the time allowed in the Act, they would probably expect to have it proved, as a reason for doing so, that the improvement might be expected to be exhausted in less than twenty or seven years, as the case might be. But Mr. BEADEL's argument was, that an improvement might last twenty or fifty years, but that six to ten would handsomely repay the tenant for his outlay. He should be allowed to insure; a principle which valuers will hardly find expressed or implied in the Act. Yet there was much truth in Mr. BEADEL's view, since the latent opportunity for profitable improvement was a valuable asset, belonging to the owner of the soil, just as much as the capital expended in developing it belonged to the tenant.

Mr. T. M. GEPP (Associate), said that the remark made by the last speaker to the effect that notices given prior to the 14th February would be invalid, was undoubtedly correct, but he (Mr. GEPP) would even go further. On referring to

the Act of Parliament, it would be seen that notice must be given *after* the 14th, and, therefore, if given *on* the 14th, would be invalid. The same speaker had alluded to ecclesiastical lands, and had expressed a doubt as to whether the clergy could give notice to contract out of the Act without the consent of the Governors of Queen Anne's Bounty. He believed that they could not do so. It was stated by Mr. BEADEL (page 199) that the twelve months' notice was applied to all tenancies whatever. He did not know whether he intended that as a general proposition; but, if so, he was afraid he was at variance with Mr. BEADEL on the point, believing, as he did, that the extended notice only applied where parties did not contract themselves out of the Act.

He could not help saying that the presence of the noblemen who had honoured the meetings by attending, showed that the landowners were ready and willing to take up their true position with regard to this question, and not to act as though their interests and those of their tenants were in conflict, though this was essentially an Act passed for the benefit of the cultivation of the soil.

He quite concurred with the view of a previous speaker that the reasons on which an award was based should be given, and he was surprised that any surveyor could condescend to give his judgment without his reasons. In Courts of Law, the parties interested in a suit were not kept in darkness as to the reasons on which the judgment was based, and were at liberty, if they could do so, to show those reasons to be wrong. Where was the objection, then, to a disclosure of the referee's reasons for his award? It seemed to him that it was highly desirable that these reasons should appear, in order that the parties might have proof that he had not exceeded his statutory powers.

THE PRESIDENT said that it was now his duty, in virtue of the office he held, to offer some observations on the subject of the discussion which had occupied the attention of the Institution for a considerable time; but before doing so he proposed to read a letter which he had received from Lord LICHFIELD, who had taken part in the discussion, and, as a Member of the House of Lords and a large land-owner, felt a great interest in this Act. He had expressed similar sentiments to those of the Earl of DEVON, and evidently felt the same desire to accept the Act in its entirety; but discussion and enquiry had modified his Lordship's opinion with reference to the advisability of adopting the Act, and, doubtless, the like effects had been produced on the minds of others.

The letter was as follows :—

“SHUGBOROUGH, STAFFORD,

“*March 2nd, 1876.*

“I AM sorry to say that I cannot be in town on Monday next, and I shall therefore not have the advantage of hearing the adjourned discussion on the Agricultural Holdings Act.

“At your last meeting, I ventured to point out that the Act, although intended to preserve freedom of contract, might, where adopted, be found to interfere with and, possibly, to exclude the operation of existing agreements in writing. I have since taken pains to ascertain the opinions of legal minds upon this point, and I find that they are pretty equally divided,—some thinking that the Act will override existing agreements, and others, that the terms of existing agreements in writing will not be affected by the Act.

“A difference of opinion among lawyers upon this fundamental question, has convinced me that in all cases where

the relations of landlord and tenant are already on a businesslike footing, it will be highly inexpedient to run the risk of such possible complications as the uncertain effect of the operation of the Act may hereafter be found to produce.

"I have therefore made up my mind to contract out of the Act, and I am inclined to think that the general opinion will be that this is the best and safest course to adopt.

"Pray accept my best thanks to the Institution over which you preside, for having afforded me the opportunity of hearing this important subject so ably discussed at the two meetings I have attended."

THE PRESIDENT (resuming) said that it had given him great pleasure to see so large a number of members present at this discussion, and contributing their personal information and experience for the benefit of all. He wished particularly to express the obligation which the Institution was under to Mr. WATNEY, for his able introductory paper. Nothing could be more clear or comprehensive than the mode in which he had brought the subject before the Institution. The Institution was under similar obligations to Mr. BEADEL, Mr. STAVELEY HILL, Mr. SQUAREY, Mr. SMITH, and others, for the views and valuable opinions they had so well expressed, and to Mr. BUND for his valuable suggestions as to the legal construction of certain doubtful clauses of the Act. Personally, he was exceedingly indebted to the latter gentleman, and to our experienced Member Mr. SMITH, for the attention they had bestowed on the subject, and for the assistance which they had given him. Indeed, it was a great satisfaction to him to feel that in dealing with the ambiguities and difficulties of the Act, he was not relying on his own judgment alone, but on the advice and aid of those more competent, who had materially

lightened his task by contributing hints and suggestions of great practical value.

He would now proceed to sum up the discussion, bespeaking the indulgence of the meeting while endeavouring to discharge the somewhat formidable task before him. This was the third evening devoted to the discussion of the Agricultural Holdings Act, but he did not think the time thus occupied too long, considering the interest attaching to the subject, its importance to landlords and tenants, and its relation to their duties as surveyors.

Before entering upon its details, it would be well to consider the objects of the Act. The object of all legislation was the public advantage, and the public interest required that the soil of the country should be well cultivated. There were two parties primarily interested in this Act—the landowner and the occupier. To the one belonged the property which nature had given to the soil, and its permanent qualities could not be altered. To the occupier belonged that which resulted from good farming, and from the manurial elements which he supplied, and which was technically called “condition.” It was this “condition” which it was the object of this Act to promote, and in proportion as this element of “condition” was maintained and extended, would the produce and fertility of the soil be augmented.

The obvious and effectual means of promoting that “condition” or fertility of land was tenant right, which meant that, in order to induce a tenant to expend his money in the improvement of land, he must be assured of a reasonable proportion of any unexhausted outlay being recouped him, at the time of quitting. It was a great mistake, however, to suppose that a high tenant right was either necessary to good farming or conducive to it; on the contrary, it would be found, looking at the country generally,

that the best cultivated districts were not those which had a high, but those which had a moderate tenant right. In proof of this, he would quote the great county of Lincoln (so often referred to), where the highest examples of farming in England, or even in Europe, were to be met with; and the average tenant right in that county did not exceed £2 per acre. Lincolnshire had also this peculiarity, that it was hired almost entirely on yearly tenancies, and subject to six months' notice to quit.

In other parts of the country where a high tenant right prevailed,—in the county of Surrey, for example, where tenant right amounted to £4 or even £6 an acre,—the result was a much inferior system of farming to that of Lincolnshire. A high tenant right, judged by experience, did not therefore necessarily conduce to high farming, and this important consideration must be kept in view, that no larger amount of capital should be invested in tenant right than would be profitable to an in-coming tenant; that was to say, that no allowance should be made for any outlay which did not produce results beneficial to the incoming tenant. In considering the question of tenant right, he thought more attention should be paid to the interests of the incoming tenant than they had commonly received, for it was clear that, if he paid more tenant right than was beneficial to him or necessary to good farming, it was crippling his means, and preventing him from using those means in the cultivation and development of his farm. A tenant right which exceeded moderate limits was injurious to both landlord and tenant.

Now, the question of what was a fair and moderate tenant right was not a matter for controversy or argument, but with the great and instructive example of Lincolnshire it was a question of experience, and it was much better to take an example which had stood the test of long experience, and was bearing visible fruits, than to enter upon

speculative theories. What had proved sufficient for high cultivation in Lincolnshire ought to be sufficient elsewhere.

As regarded the origin of this Act, it had resulted very much from discussions at Public Meetings and in the Press, by which a feeling was generated in the public mind that the time had come when some change was requisite with regard to the relations of landlord and tenant. Hitherto there had been no statutory legislation on the subject of tenant right. Whatever rights of the kind existed, were based upon custom or contract, and agreements containing, in many instances, covenants more liberal than were provided in this Act, had been, for many years, applied to estates, not only in Lincolnshire, but in many other parts of the country. He might say, in fact, that upon almost all large estates where the owners had the command of capital and the advice and assistance of competent agents, the necessity of these allowances for unexhausted outlay had been felt and widely acknowledged long before this Act authorized them. But, directly this question was forced on the attention of Parliament, it must have been gratifying to all to see with what moderation and fairness the whole subject was considered—a moderation most admirable, considering the agitation which preceded the introduction of the Bill, and the wild theories proposed by people who took part in the discussion of the “land question.” It seemed to him that Parliament did exactly what any man of sense would have done. They said it was to the public interest that the land of this country should be well cultivated, and if there were impediments to be removed, or facilities required to develop the resources of the soil, the public interest required that it should be done.

Then came the question, what should be done? And the legislature had said, in effect, “We find in various districts, and notably in Lincolnshire, that under such and such

customs the land has been brought to a high state of cultivation, and what has been done in Lincolnshire can be done elsewhere if the same means are employed; therefore let the Lincolnshire custom be the custom of England."

Now, the legislature seemed to have two main principles in view in passing this Act. The first was not to interfere in any way with existing arrangements obtaining in different parts of the country, whether by custom or by contract, but to supplement them, and for this reason that any legislation must be on general principles, universally applicable, and it was impossible for any Act of Parliament to deal with the varied circumstances of different estates and farms. The second principle was to take care that all owners of land, whatever their interest in it might be, should be enabled to carry out improvements on their property as fully as if they were the absolute owners in fee. No Act of Parliament could possibly embrace all the conditions and considerations which must be embodied in every well considered agreement regulating the relations between landlord and tenant, and this was one of the difficulties in simply adopting this Act; for, in addition to the Act, there must be a provision for many claims both of landlord and tenant, for which this Act did not, and could not provide.

In settling the question of tenant right on what he believed to be a just and liberal basis, Parliament had, he thought, gone far towards settling an important branch of the land question generally; for now that every owner, however limited his interest might be, could act as though he were the absolute owner in fee, it seemed to him that there would be nothing in the conditions under which land was held, to prevent or impede the fullest development of the resources of the soil, and, economically, it mattered nothing whether the owners of land were few or many, so long as it was well cultivated.

He would next note the permissive character of this Act. It preserved the principle of freedom of contract, which had been productive of good in every direction in which it was applied; it allowed all persons the opportunity of availing themselves of its provisions, or of declining them in cases where the benefits of the Act had been anticipated by the voluntary action of the parties interested, and it secured alike the property of landlord and tenant, while giving the utmost liberty of action to both.

Then came the question of tenants' compensation; and, first, as to class 1. He had always had a confident opinion that permanent improvements of this class were manifestly the business of the landowner, and that legislation would be very unwisely applied if it gave the tenant the power of doing that which the landlord could do better for himself. He would himself go so far as to say that the landlord would now be not only without excuse but hardly worthy of his position if he neglected to improve his land, seeing that if he had not the requisite capital the legislature had given him the means of borrowing, on easy terms, and charging upon the estate the money necessary for all permanent improvements.

Whether the terms of twenty years, seven years and two years given to tenants for unexhausted outlay were absolute periods, or within the discretion of arbitrators, was a very important point which he proposed to discuss when he came to deal with other difficulties connected with the construction to be put upon obscure points in the Act.

With regard to the second class, he should himself have objected to improvements of that character being carried out by a tenant without the consent of the landlord. He thought it undesirable that a tenant should have power of laying out and recovering from the landlord, £5 or £6 or £7 per acre on his farm, without the consent of the

landlord ; at the same time he felt the force of what had been said by Mr. SMITH, that it was hardly likely a tenant would makesuch outlays in opposition to his landlord's wishes ; and if a tenant were so unreasonable, the landlord had the power of giving him notice to quit, and thus of preventing him from doing any great wrong.

The Act did not include many items under the third class, but dealt only with artificial manures, cake, and other feeding stuffs. He would only remark on the question of feeding stuffs,—a point of controversy on which there was much to be said on both sides. In Lincolnshire, the custom was to take no notice whatever of any feeding stuffs consumed on the holding, other than cake ; not that Lincolnshire tenants were not perfectly satisfied that advantage was derived from the consumption of other food besides cake, but they felt that the facility for fraud was so considerable, in regard to corn and other feeding stuffs, that it was better to forego the advantage of their use than incur the risks of fraud.

A MEMBER remarked that linseed was recognised in Lancashire.

The PRESIDENT took linseed to be, in that respect, of the same family as linseed cake. His idea was that were they at this time to exclude corn and recognise an allowance for linseed cake only, it would be rather unreasonable. A farmer would be obliged to dispose of his own corn at, possibly, a low price, and to buy cake merely to get an allowance for cake ; and as to fraud, it did not seem to him reasonable that an honest man should be punished, because of the possible dishonesty of others. At the present moment, the immense importation of corn from abroad greatly reduced the price of home grown corn, and he did not see that a farmer should

be precluded from or prejudiced by consuming his own corn at home if he found it cheaper than using cake. It seemed to him contrary to economical principles to prevent a tenant from using the cheapest food he could get, whether it were corn or cake.

The procedure clauses had occupied a considerable share of attention and had called forth some strong objections. Personally, he had been for a long time past so dissatisfied with the present mode of estimating tenant-right, that he hailed almost any alteration as an improvement. At the same time, he felt a difficulty in adopting the procedure of this Act. In the first place there was this difficulty, that the procedure was applicable only to compensation in respect of claims provided for in the Act, and, therefore, left outside the many other claims which a tenant would have under an agreement, or by the custom of the country. The adoption of this Act meant, therefore, the risk of two arbitrations with all the attendant trouble and cost. He did not see how this was to be avoided if the Act were adopted in its present form.

He had said that he had long been dissatisfied with the present mode in which the claims of tenants were estimated. With many honourable exceptions, they were often estimated by men who were not very intelligent, and not always very impartial, and he viewed with great satisfaction the powers which this Bill gave of appealing to the Inclosure Commissioners or the County Court, to appoint a competent umpire. On the other hand, the procedure under this Act allowed an appeal to the County Court professedly for all sums above £50. But he thought it would be seen that the Act really allowed an appeal in every case whether above or below £50. It was obvious that this power of appeal might act most prejudicially and oppressively to an outgoing tenant, by delaying, for many months, the payment

of money which he would require for entering on a new farm. Imagine the mischief which might result from a landlord or incoming tenant taking advantage of the power of appeal, to delay payment. The effect might be to place the outgoing tenant in a most awkward position; for it would lock up a large amount of the capital he required for the farm he was about to enter upon. He objected to any great facility for appeals, past experience proving that the awards made by two referees, or their umpire, had only in very rare instances been carried into a court of appeal at all, and there was no reason why, with a competent umpire, these questions should not be settled without any further power of appeal than was already provided under the Common Law.

Then as to the form of award. He did not quite share the objections raised by Mr. BEADEL, Mr. SQUAREY, and some others, as to the disclosure of the reasons on which an award under this Act was based, and to the giving of a considerable amount of detail. He thought, however, that there was some misconception on the point. As he understood the Act, it did not require the arbitrators to give reasons for the award but to record facts, such as the time at which an improvement was made, the cost of the improvement, and the time when it was supposed to be exhausted. He really did not see any valid objection to giving details of this kind, the accuracy of which the person making the award might be presumed to have inquired into. He was sure that, even if it were necessary to give reasons, no member of the profession who was competent to discharge his duty, ought or would shrink from doing so.

Probably, the most valuable part of the Act was the provisions which increased the powers of limited owners to charge their estates with the cost of improvements.

Hitherto, although facilities had been accorded to owners of this class, to charge the cost of improvements of a permanent character, there was no power enabling them to deal with tenant right, and other similar matters provided for by this Act.

Next, as regarded notice to quit, which was increased under this Act from six to twelve months. It had been said that the effect would be to give the outgoing tenant (if notice were not given on a particular day) not a one year, but a two years' term. It was wisely pointed out by Mr. SMITH, that that being so, it did not differ so materially from the present condition of things, which, under a six months' notice gives, at one period of the year, an eighteen months' term. The effect was in reality to extend the notice only six months. Considerable discussion had arisen with reference to the extension of notice from six to twelve months. In Lincolnshire, Nottinghamshire, and many other districts, six months' notice prevailed and was found to consist with high cultivation. Nor would extended notice be likely to conduce to better farming, but, at the same time, a six months' notice acted with some hardship where tenants were suddenly called upon to break up their homes at so short a notice. There might possibly arise cases in which the landlord's interests might suffer, if the tenant had power to retain his holding for the longer period, but the risk was small, and where there was risk on both sides, it might very well be borne by the stronger party.

Another point he thought valuable in this Act was that relating to tenant's fixtures. It always appeared to him a great reproach to the law that an agricultural tenant was treated differently to a tenant engaged in trade; that while a man in trade might put up buildings and fixtures and remove them, if it were done by an agricultural tenant the law should say, "No, it belongs to the freehold." He

rejoiced to see that presumption of law done away with, and now the agricultural tenant stood on the same footing as a trade tenant.

The general advantages afforded by the Act could, he thought, be summed up in this way. It put all owners, limited or absolute, on the same footing, and afforded both landlords and tenants the means of improving and cultivating their land in the best manner. It left a negligent or indifferent owner and a bad cultivator, without excuse, because the Act gave to both security for their outlay in necessary improvements. It extended the power of charge, not only in respect of the subject of charge, but it embraced owners who were previously in doubt as to their position to exercise that power. It removed an unjust presumption with regard to fixtures. It preserved freedom of contract. It made a law for those who would not act for themselves and did not choose to enter into agreements with their tenants—the legislature saying, in effect, “If you do not choose to make these arrangements, the public interest requires that the law should make them for you.”

The Act he thought, made important improvements with regard to procedure, notwithstanding the objections to parts of it. It was an improvement to be able to secure a competent umpire by the intervention of the Inclosure Commissioners, or a County Court Judge. It improved also the character of the award. At present, a great number of items were specified in awards, and simply a gross sum given, representing the amount of the tenant's claim, with the words “after deducting for dilapidations.” This gave the landlord no opportunity of knowing what these dilapidations really amounted to. The effect was that the incoming tenant paid the money to the outgoing tenant, and obtained the benefit of the sum deducted for dilapidations, while the landlord had to repair those dilapidations. The whole busi-

ness was as unsatisfactory as could be, and urgently required amendment. Another advantage of the Act was that it enforced prompt settlement of claims, which were often long and needlessly delayed. These seemed to him to be the main advantages of the Act.

Its disadvantages, on the other hand were, he thought, very few. It did not provide for enforcing claims for waste. He could not help thinking that, in addition to the procedure for ascertaining a tenant's claim, a like procedure should have been provided to enable the landlord to make a claim for waste other than as a set off to the tenant's claim. As the matter stood, the parties were not on an equal footing, the landlord's only alternative—not a very satisfactory one—being that of resorting to an action at law, while the tenant had the improved security of this Act.

Looking at the Act in a general way, and having regard to the many and serious difficulties of interpretation, he thought that the safest plan, on the whole, was that the landlord should contract himself out of the Act in the first instance, offering at the same time to every tenant an agreement ensuring him every advantage which the Act conferred, with such additional provisions as were applicable to the particular farm or estate to which the agreement was to be applied. He would thus avoid all the difficulties to which he would presently refer, and might also provide that not only the claims under this Act, but all others—whether arising by custom of the country or otherwise—should be settled by one and the same arbitrator, which, it appeared to him, could not be done if the Act were accepted as it stood. Most of the advantages proposed to be conferred by this Act had been anticipated by intelligent owners, and applied, for many years past, to large districts of the country, and it was to this circumstance must be attributed the indifference of some farmers, and the preference of others

for the agreements under which they held their farms, to the Act. They had heard that the tenants of Lord DERBY had decided against its adoption, and he had the same answer from tenants in Lincolnshire who had been consulted as to whether the Act should be adopted; indeed he had had but one answer from all the tenants he had conferred with, namely, that they much preferred their present agreements, even under six months' notice. Mr. SMITH had also referred to a large landowner who had consulted his tenants with the same result.

He would now refer to the many points of difficulty and doubtful interpretation in the Act; for these, to his mind, formed a great objection to its adoption, as they would be certain to lead to litigation. He would be compelled to go somewhat minutely into these points, in the consideration of which he had been greatly assisted by gentlemen learned in the law who had applied their acute minds to the subject.

It seems remarkable that, in the case of a Bill consisting of sixty clauses, there should be so many points open to the gravest doubt. Amongst them were the following. During the continuance of any contract of tenancy in existence on the 14th February last, other than a tenancy at will, or from year to year, no compensation could be claimed under this Act, except for fixtures. The 53rd clause gave the right to fixtures in all cases where the tenant had now no legal right. That was to say, the Act itself applied generally only to those holdings which were from year to year and at will, but in respect of that clause, it applied to all holdings whatsoever. The next point was, that there was no provision in the Act making it necessary to see that the money was properly expended in improvements of the first class. This was indirectly secured if the landlord were a limited owner, by saying that the compensation should be the increased letting value capitalized;

but when the landlord was an absolute owner, there was no obligation on the referees to see whether the money was properly expended or not. The answer, of course, to that was, that with regard to the first class of improvements, the amount could not be expended without the consent of the landlord, who would take care that it was properly expended.

The third point arose in connection with section 8, and it was this. If a tenant gave notice to his landlord in due form, and allowed the forty-two days to expire before beginning the work, and afterwards began it, was he entitled to compensation? According to the letter of the Act it appeared that he was not. The object of the Act was that the tenant should begin his improvements between the seven days and the forty-two. It was a very subtle point, but it seemed clear that its effect was as he had stated. Again, if the tenant gave notice and began to execute improvements, and, before he finished, the landlord gave him notice to quit, could he claim compensation? According to the Act the improvement must be executed before notice to quit given to entitle the tenant to compensation. Of course that difficulty was met by the observation that, as this applied to second class improvements—such as boning, chalking, clay burning, etc.—the improvements were completed in detail, and not in mass; and, no doubt, the tenant would be entitled to compensation.

Under section 11, the sum payable to a tenant for a first class improvement was to be less the sum necessary to place the improvement in tenantable repair. What effect had that upon the landlord's right to sue for waste? The tenant, say, had enlarged certain buildings; he allowed them to get into disrepair: could the landlord sue for waste, and also on the determination of the tenancy claim to have such sum as was necessary to put the buildings in repair, deducted? It

seemed, with reference to this point, that the tenant having erected the buildings, the landlord could hardly bring an action for waste. The action for waste could only arise when the claim was made at the end of the tenancy, and then the landlord would have a right of deduction.

Then, in the case of a contract of tenancy current at the commencement of this Act, if the landlord had been guilty of a breach of covenant, could the tenant claim compensation? It would seem that he could, and hence the statute of limitations would not apply to such breach. This depended upon the point whether the Act was or was not retrospective in its operation. It was held by competent authorities that it was retrospective in operation, while others maintained the contrary, and that no claim for waste could apply before the commencement of the Act. He mentioned that as a material point on which legal minds differed. The next point was this. It would be noticed that the landlord could only claim under the Act if the tenant claimed first. Therefore, he would be often in the position of being left to his remedy at law, since a tenant who knew that his landlord could claim a considerable sum, would not make a claim against him for improvements, and that would be the case with all bad tenants, who would not be likely to have claims for improvements.

It would seem that, under the 19th section, the landlord could claim in respect of waste or breaches of covenant, in relation to matters of husbandry, committed more than four years before the determination of the tenancy, and if a tenancy were current at the time of the commencement of the Act, for waste or breaches committed before the Act came into operation. That, again, depended upon the point to which he had just alluded, as to whether the Act was or was not retrospective in its operation, and upon this there was a conflict of opinion.

As to procedure, there seemed to be no provision enabling umpire and referees to sit together ; but, in case the referees differed, the umpire must again hear the whole case. He might mention that, under the Lands Clauses Act, there was no express provision, but, in practice, the umpire and arbitrators could sit together by consent, and so avoid that difficulty also. According to the 31st clause, the tenant, it was urged, had not an absolute interest for twenty years in any improvement, but the award was to find the term when the improvement was exhausted. A contrary opinion, however, had been held as to the meaning of this clause.

This raised a very important point, which was whether it was in the discretion of the referees or umpire to determine at what particular time any improvement might be exhausted, or whether a definite time for the exhaustion of each class of improvement was fixed by the Act. Here, again, high legal authorities took decidedly opposite views. It was an important consideration whether the twenty years was absolute, or in the discretion of the arbitrators. The tenant would be sure to take the absolute view, and would make a claim on that basis, and many valuers also would be of that opinion, and it would be left in every case to the umpire's decision for what period the landlord paid for unexhausted outlay.

Many tenants on large estates, especially in the county of Lincoln, were satisfied with a period of ten years' in outlays for drainage, and the landlord under this Act might be liable to pay for a period of twenty years for that for which the tenant was perfectly satisfied to be repaid in ten years.

Then came the important question of appeal. The clause would practically apply to all cases, for parties would be sure to claim the sum which gave them the right to appeal, whatever the award might be. If appeals were to be

limited to cases over £50, the words should have been, "when the sum *awarded* (not the sum *claimed*) exceeds £50." Then, again, it would be noted that there was no appeal on what was the most important point of all, viz., as to the time in which the improvement was to be deemed to be exhausted. If the contention that a first class improvement was not necessarily to last twenty years, but such period as arbitrators might determine, was the true one, surely an appeal should have been allowed on this point. It would also be noticed that most of the grounds of appeal were on points of fact and not of law, and it seemed very doubtful whether the judge had power to hear evidence on the appeal. The judge must, if he remit the case, send it back again to the same referee, and on a second appeal it may again be sent back, and so on indefinitely.

The next point was that, if the owner were a married woman not entitled to her separate use, all notices, &c., must be given by her, and she must, before doing any act or giving any notice, be separately examined by the county court judge. She could not appoint an agent to act under the Act without being so examined; so, very likely, in a great number of cases, the notices excluding the Act would be invalid.

All notices under the Act might be sent by registered letter. Notices to quit must now be served personally, but did the Act enable a notice to quit to be served by letter? He thought it would be seen, on reference to sec. 41, that all notices under the Act might be sent by registered letter, and he apprehended that the general opinion would be that that would be sufficient. There was also the question as to the effect of a charge in the case of copyholds. The 44th section said the charge was not to extend beyond the landlord's interest. Did the charge bind copyhold lands which are surrendered to the lord and regranted? That also was

an important question, for copyhold lands formed a considerable area throughout the country.

Then, as to ecclesiastical lands, it would seem that the incumbent could not give any notice or put in any counter-claim except with the previous assent of the Governors of Queen Anne's Bounty.

Then, as to resumption for improvements, there was no right of appeal given against the award, although it might involve questions quite as large as those of compensation.

The clause as to fixtures seemed to apply to all cases, the words "for which he is not under the Act or otherwise," entitled to compensation, seemed to make it additional to all existing remedies, and applicable to all cases.

Then came the question under the 54th section, which seemed to allow any agreement whatever to be entered into by the landlord and tenant, the only necessary clause being as to the operation of the Act, that if the Act was not expressly excluded by writing, it would apply, and if it applied in all cases for which it provided, the Act would prevail over any agreement. In cases where the Act did not apply, the agreement would prevail. Here again, he was sorry to say, that high legal authorities held different opinions.

Then, in future tenancies, the landlord and tenant could adopt, by written agreement, such parts of the Act as they pleased, but this did not apply to existing tenancies; to such the whole Act or none must be adopted. This rather excluded the proposition of Mr. SQUAREY, as to adding portions of the Act to existing agreements.

The Act did not make leases or written agreements in any way compulsory; all it did was to provide that landlord and tenant must, in future tenancies, agree that the Act should or should not apply.

Then, as to existing tenancies. If no notice be given, what would be the effect of the Act on any existing agreement that contained provisions on matters some of which were, and some of which were not, included in the Act. Did the Act supersede the agreement if no notice be given, both as to the points included in it and to those that were not. It would clearly affect the agreement, for the words of the Act were, that the persons giving the notice desired the tenancy should remain unaffected; so, if notice were not given, the tenancy would be affected, but the Act was silent as to how far it will be affected.

The 54th section said, the Act should not interfere with the operation of any agreement, so that the result would seem to be that, in matters provided for by the agreement and the Act, the tenant would have the option of selecting the agreement or the Act: in matters not provided for by the Act, the agreement would prevail. If it were superseded, it would be only superseded so far as the Act and the agreement related to the same subject-matter. It was, however, doubtful how far any agreement made as to the operation of the Act would be valid, by which a landlord and tenant agreed that the Act should apply, but not affect their existing agreement. So far as related to an existing tenancy, you could adopt the Act, or contract out of it, but it was very doubtful whether you could accept the Act and agree that the Act should not affect your agreement.

He must add to this rather lengthy statement of legal difficulties, some suggestions given him by one on whose judgment he had the fullest reliance. They were to the following effect. It was clear that the 60th section, read in conjunction with the 57th section, left an owner giving notices before the 14th April that he contracted out of the Act, exactly in the same position in which he stood at

present. It was clear also that the Act only applied to tenancies from year to year, or at will.

It had been laid down by legal authorities, that tenancies from year to year containing a proviso for the surrender of all or any part of the tenancies for building purposes, were not within the Act at all, and, probably, this would extend to similar agreements with similar provisions in mineral districts. Under the 54th section, in conjunction with the 57th, the question arose how the provision in the latter section (line four on the last page), "This Act shall apply to the contract," affected existing agreements. It was contended that the contract was upheld, that the contract overrode the Act, and that the Act only supplemented the contract. It was also contended that the Act overrode the contract where the two conflicted. And there, again, was a conflict of authorities very competent to judge. With respect to the interpretation of clause 4 (referring to the authority of the agent to give notices under the Act), the better opinion seemed to be that the agent must be authorized for this special purpose, and also that the authority must be stamped with a ten shilling stamp. Under the tithe, copyhold and inclosure Acts, the stamp was barred by the Act, but there was no such provision in the present Act.

The 6th section, read in conjunction with the 7th section, established that the improvement therein referred to, could not be considered as unexhausted, beyond the term of years therein mentioned, but they did not provide that they should in all cases be considered unexhausted for the full term of those years. On this point the 8th and 31st sections appeared to be conclusive.

This again referred to the point raised by Sir THOMAS ACLAND; and here again two important legal authorities took contrary opinions.

As improvements under the first class could only be

affected with consent of the owner, the seventh section hardly applied to the estates of absolute owners, but it would be of great importance to the estates of limited owners. The improvement in the second class being subject to the possibility of the owner giving to his tenant notice to quit, fell nearly under the same category as the improvements of the first class.

With respect to allowances under the third class, different customs prevailed, not only in different counties, but with regard to different properties, and special arrangements would be required for each tenancy.

With regard to the 17th, 18th, and 19th sections, it might be observed that, while the landlord was confined to a period of four years for compensation in respect of waste, no such limitation was imposed upon the tenant, whose claim might be made in respect of any period of his tenancy after the passing of the Act; for he thought it was clear that no claim could be made by either party for anything that had happened before the 14th February last, when the Act became operative.

On the question of procedure, considerable discussion had arisen as to the comparative merits of the Common Law Procedure Act, and of the provisions under this Act, but it had not been noticed in the discussion that this Act referred only to compensation for special items therein mentioned; and yet that the compensation for the third class was almost inevitably mixed up with tenant's compensation for acts of husbandry, and that it would be very difficult to have two arbitrations proceeding at the same time, on the same farm, with respect to the same outgoing and incoming tenants.

There would be the usual tenant-right valuation under the present Acts, contract, or custom, which would be governed by the Common Law Procedure Act, and there would be the arbitration under this Act, governed by its peculiar provisions, and in order to do justice under this Act it would be indispensable to know how the tenant had been compensated for his acts of husbandry in the usual course.

On the question of time for making the award there had been considerable discussion.

Under the 29th section, a single referee must make his award within twenty-eight days, and two referees must make their award within forty-nine days, and the umpire must make his award within, say, seventy days, or within such further time as the registrar of the County Court might authorize. The reference to the County Court might occupy any period, and the County Court judge might refer back the decision of the umpire for an indefinite period. But, in practice, very little difficulty was likely to occur on this latter account.

Under the 41st section, any notice might be sent by post or in a registered letter, which contravened the opinion that notices to quit would require personal service, and the better opinion seemed to be, as he previously said, that all notices sent by post would be, for all purposes, sufficient.

The 45th, 46th, 47th, and 48th sections applied to the Crown, the Duchy, and the Ecclesiastical Commissioners estates, whose agents were very competent to protect those bodies.

The 49th section dealt with a very important question. It was supposed that there were 16,000 rectors and vicars,

of whom a large proportion,—especially in the eastern and central counties—from the Thames to the Tees, possessed farms set out in lieu of tithes in kind under inclosures, so that it was supposed that from 6,000 to 8,000 rectorial and vicarial properties would fall, in a greater or less degree, under the operation of this Act. The powers conferred upon them were to be exercised under the control of the Governors of Queen Anne's Bounty, and this was a class of property which frequently required improvement, the present incumbent having, at the most, a life interest. He thought they would all concur in the importance of this provision being being extended to glebe lands—none more required improvement. The incumbents having only a life interest, however good might be their inclinations, were from their circumstances unable to provide funds for the improvement of their land, and having no interest in their successors, were without the motives which prevailed in the case of absolute owners. Taken as a whole, he was satisfied that glebe lands, in the country generally, were in the worst possible condition, and in most need of improvement.

Then, under the 50th section fell all charity estates, and the exercise of the powers of this Act required the authority of the Charity Commissioners. These estates were very numerous, and not unfrequently required improvement.

He now came to the 51st section—twelve months' notice to quit—which had been supposed to be absolute in all cases ; but the better opinion appeared to be that it, like all other sections, was governed by the concluding sections of the Act, and that it was certainly operative only where no notice to contract out of the Act had been given, and that it was possibly

operative only where there was no existing agreement to the contrary.

The 52nd section enabled the owner to resume for certain improvements any portion of his estate, and was coupled with a provision that the tenant might give up the whole of his land if he be called upon to give up any portion of it, and it would appear that the tenant might give his landlord a notice, say, in August, that he would give up the whole tenancy on the succeeding 29th September. The inconvenience, however, of giving up at such short notice, would be so much greater to the tenant than to the owner, that it was possible that this course would be very rarely adopted. This referred of course, to those cases where lands were held liable to be given up at short notice.

These were the points in the Act which appeared to be of doubtful interpretation, and a very long list they were, and it seemed to him that the only conclusion which a prudent person could come to, after considering them, was, that it would be his duty to secure himself from inconvenient consequences by contracting himself out of the Act,—not necessarily because he disapproved of the Act (indeed, he might regard its provisions, as he believed most of them did, with the highest approval), but in order, by a carefully considered agreement, to give to his tenants the benefit of the provisions of the Act, with such additional stipulations as would meet the particular circumstance of each case, and so avoid the the ambiguities and possible litigation which might otherwise arise.

He had now said all that he could usefully say with regard to the subject under discussion. It was not the custom

of the Institution to arrive at or give any decisions—it had, as such, no opinions. The object was, by the free interchange of opinion, to enable each Member, and each Visitor who honoured the Meeting with his presence, to arrive at his own unbiassed conclusion, and he trusted that this discussion on the Agricultural Holdings (England) Bill, would tend to serve that object.

The Meeting then adjourned.

The following letter referring to the foregoing discussion, was received by the President, from Sir T. D. ACLAND. As it will be read with interest by the Members, it is thought desirable to publish it as an Appendix to the proceedings of the Meeting.

ATHENÆUM CLUB,

March 7th, 1876.

DEAR SIR,

If it is not contrary to the customs or rules of your Institution, I beg leave to make a short communication on paper with reference to the discussion on the Agricultural Holdings Bill to which I was admitted.

Several of the speakers alluded to me last night in kind and flattering terms. I could not think of asking to take up any of the time of the meeting, when there was a general wish to hear your able and most useful summing up, which gave your hearers much to think about.

I wish to guard against the supposition of some of the speakers, that I had contended that the measure of compensation depended on the exhaustion of an improvement; that is, that an outgoing tenant would be entitled, subject to the maximum of time for each class, to compensation so long as any additional produce resulted from the improvement.

I have been for thirty years—that is ever since I had the honour of being associated with the late Mr. PUSEY—an earnest advocate for compensation to tenants; but, taught by that clear-sighted and wise man, I have always protested against the phrase “*compensation for unexhausted improve-*

"ment," as involving a false assumption and tending to cause misunderstanding.

The phrase "unexhausted manure" has an intelligible meaning. The phrase "unexhausted improvement" is quite another matter, and opens a door to endless misconception.

The important question, however, at the present moment, is what is the meaning and legal effect of the new Act?

Let us see what the Act says.

It lays down in section 5, first, the broad general principle that, "where, after the commencement of the Act a tenant executes . . . an improvement in either of three classes . . . he shall be entitled, *subject to the provisions of this Act* to obtain . . . compensation in respect of the improvement."

Then it gives, in section 6, the first measure of compensation, or rather the first limiting qualification of the principle: "an improvement shall not be *deemed, for the purpose of this Act*, to continue unexhausted *beyond*" twenty, seven, or two years, as the case may be. Again, in section 31, "The award shall find . . . the time . . . at which each improvement is *taken for the purposes of the award* to be exhausted."

What does this mean? The "purpose of the Act" is the compensation of the tenant.

The claim for compensation is to cease at certain periods which are arbitrary limits "deemed or taken" to give sufficient time for compensation.

The amount or measure of the compensation is, in each case, based on the *outlay* of the tenant, that is, on the sum laid out by the tenant either with the consent of the landlord, or laid out "properly," in the judgment of the referees.

In no case is the improved letting value made the basis

of compensation; it is merely introduced in one special case as a limit or check on the amount of compensation.

What then is meant by the Act is this, that a tenant who is disposed to expend capital in improving another man's land (with that man's consent, express or implied), has a presumptive claim to compensation; and that claim for compensation is to be satisfied (in the absence of some special contract) either by sufficient time of occupation to allow him to recover his capital with a profit, or by a proportionate payment of part of the outlay.

It is therefore the *claim* which may be "exhausted" or "continue unexhausted"—the exhaustion of the improvement is only introduced as a legal fiction, to be "deemed" or "taken" as a limit to the duration of the claim for compensation.

I am aware that in some quarters it is held to be a sound principle that, whatever improved annual value land may acquire in consequence of the outlay of capital by a tenant, such annual value, capitalized, belongs in equity to the tenant, as the due reward of his enterprise and skill.

I am also aware that in the Bill, as originally introduced to Parliament, there were expressions introduced for a different purpose which favoured this principle; though I doubt if the framers of the Bill knew the effect of their language till it was brought home to them in the House of Commons.

I must not occupy your time by discussing the abstract question whether this principle is in accordance with sound political economy, or with wise national policy, or is capable of being carried out in practice.

I only contend here that it is not a principle to which Parliament has given its legislative sanction in the Agricultural Holdings Act.

Any language such as the "tenant's right to compensation for unexhausted improvements" tends, in my opinion, to raise undue apprehension, and, therefore, to retard the frank acceptance of the principle of "security to tenants for the capital invested by them in the improvement of land." I venture to hope that such language will be discountenanced by the able and impartial men who are members of the Institution of Surveyors.

I wish to make one further remark on a similar misapprehension tending to an extreme view in an opposite direction.

I have heard it contended on behalf of the landlord that he ought not to be answerable for any compensation to a tenant unless it can be shown that his land is improved to the extent of the sum claimed as compensation. In fact, the principle of the letting value stood in the Bill when first introduced as a protection to the landlord in every case. It has been said that, as the Act in its final form does not protect the absolute owner, the referees ought to protect him in their award against any claim in excess of the value added to his land. I venture to say that this view of the case is untenable, and that, if it were advocated in the name of landlords, it would shake the confidence of the tenants, and produce a feeling of injustice.

If a landlord gives his formal consent to an improvement in the first class, he, in fact, borrows money of his tenant, or becomes a partner in a speculation which is expected to bring immediate profit to the tenant, and ultimate increase of rent to the owner.

The landlord can make his own conditions as to the total amount to be laid out, or for which he will be answerable, as to specifications, contract, and superintendence, and as to the time for the exhaustion of the claim. All this

he can do before he gives his consent in writing. Without such consent in writing no compensation for an improvement of the first class can be claimed under the Act.

If the attempted improvement does not answer the expectations of its promoters, I do not think the owner can equitably turn round on the tenant and invoke the protection of the referees to release him from what was, in fact, a bargain.

In the case of the limited owner, the State intervenes for the protection of the remainderman or reversioner, because he has not been a party to the transaction. I confess I think the Act goes further in this direction than is necessary; but the absolute owner can have no claim to similar protection, independent of his own action.

As to claims in the second class, although the Act does not make the consent of the owner necessary, still, it is open to any owner to refuse to adopt the Act, or to let a farm without a special contract making the consent of the landlord to an improvement under the second class indispensable to a claim for compensation.

As to the third class—if the landowner is unwilling to give unlimited discretion to the valuers, it is open to him to stipulate by contract that the compensation for manure and food shall not, without his consent, exceed a fixed sum, say, £2 per acre, the sum which you mentioned as the average in Lincolnshire.

I may be allowed to say, in conclusion, that the searching discussion to which the Act has been subjected by the practical surveyors, and by the legal gentlemen who have so ably assisted them, cannot fail to have a most beneficial effect in clearing up doubtful points sooner or later.

It will, probably, cause many of the landowners and tenants to pause before they consent to adopt the Act, and,

therefore, to give notice that, for the present, at least, they wish their existing contracts to remain unaffected by the Act.

But I have little doubt that those who have not already good written contracts will see the importance of defining their relation to each other, and to the land. With good professional advice it will not be difficult to frame contracts in the form best suited to particular districts, embodying the substance of the Act, in fact to contract within the Act, instead of contracting out of it.

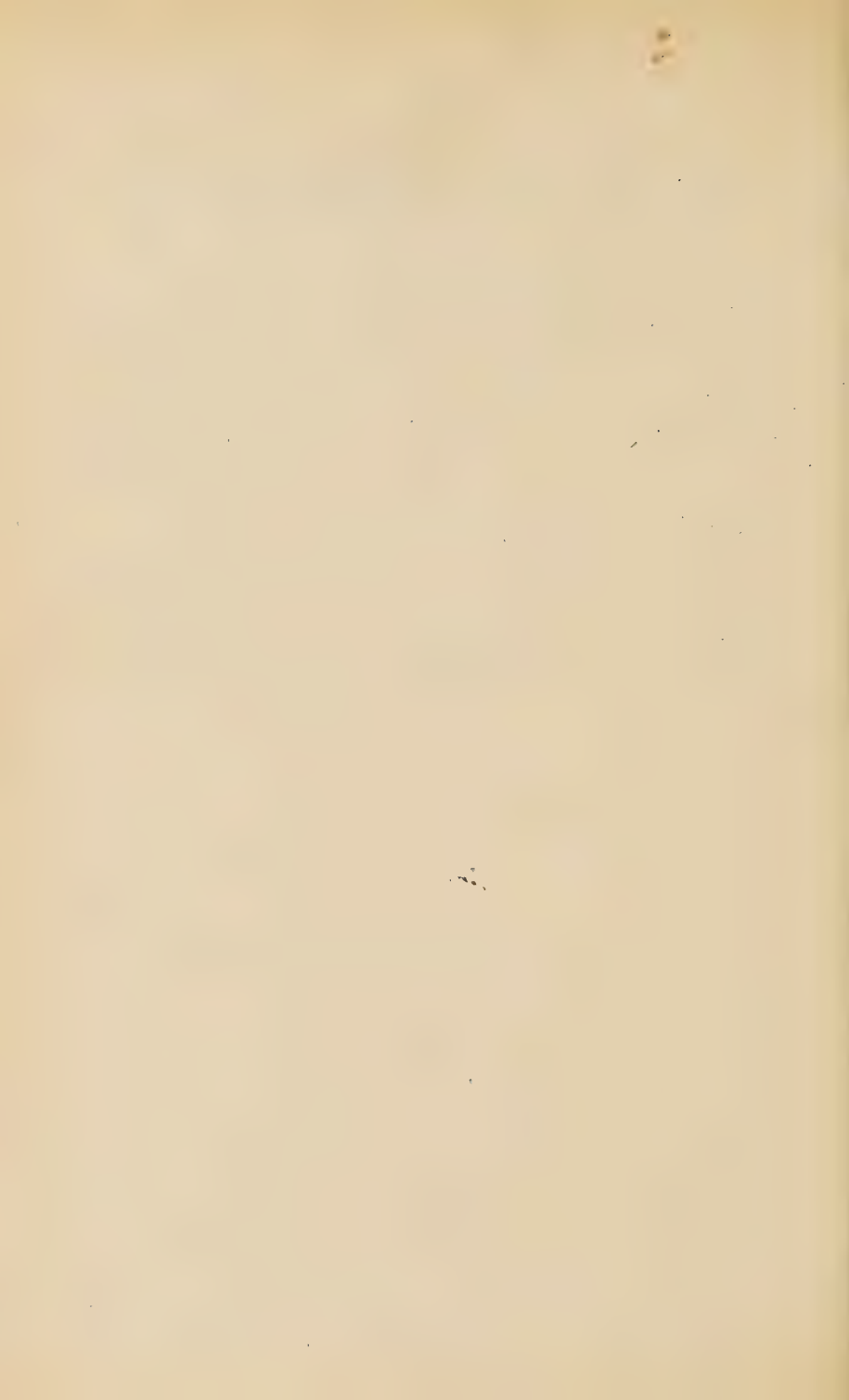
It will be no small advantage, both to landlords and tenants, if one result of the Act should be to take the valuations between outgoing and incoming tenants out of the hands of inferior persons, and to secure the appointment, by public authority, of umpires qualified both by professional knowledge, experience, and reputation, to deserve the confidence of all the parties interested.

I am, dear Sir,

Yours faithfully,

T. D. ACLAND.

THE PRESIDENT OF THE INSTITUTION
OF SURVEYORS.



DISCUSSION ON THE VALUATION ACT, 1876.

INTRODUCED BY A PAPER

BY

EDWARD RYDE (MEMBER),

*At the Ordinary General Meeting of the INSTITUTION OF SURVEYORS,
March 20th, 1876.*

EDMUND JAMES SMITH, VICE-PRESIDENT, IN THE CHAIR.

I AM afraid the Paper, with which I have undertaken to open the Discussion, will prove somewhat uninteresting to many of the Members. I have, however, endeavoured to throw it into the form of a readable synopsis of the Bill, interspersing such observations as may occur to me with reference to points to which I wish to invite particular attention. I may premise that I am not here to say one word against the passing of this Bill in some form or another. My objections are limited to certain of its provisions, to which I shall refer as I proceed.

The Bill which is the subject of this evening's discussion has been introduced to Parliament with the view of consolidating and amending the laws relating to the valuation of property for the purposes of rates and taxes.

The Bill, I may observe, touches the mode of making valuations, and does not affect the rateability of any property.

It has, strictly speaking, no particular title, but it may be cited as "The Valuation Act, 1876."

The sting of the measure may be said to be in the tail, for in the last section it is provided, that the Acts specified in the Fifth Schedule are, so far as unrepealed, thereby repealed to the extent in the third column of that Schedule mentioned, and so much of any other Acts, whether public or local or personal, as authorizes any valuation of hereditaments to be made for the purposes of any rate or tax in respect of which the valuation list is by this Act made conclusive, are thereby repealed.

The Acts thus specified amount in number to twenty-five, but for the purpose of this discussion eight only of the most important are referred to, viz. :—

	Year and Chapter.	Title or Abbreviated Title.	Extent of Repeal.
Schedule 5.	6 & 7 Will. 4. c. 96	An Act to Regulate Parochial Assessments.	The whole Act.
	15 & 16 Vict. c. 81	An Act to Consolidate and Amend the Statutes relating to the Assessment and Collection of County Rates in England and Wales (in this Act called the County Rates Act.)	Sects. 1 to 20, s. 26, from "a printed list," down to "every parish and place within the county and," and ss. 40 43 both inclusive.
	18 & 19 Vict. c. 120	The Metropolis Management Act, 1855.	So much of ss. 175 and 179, as relates to ascertaining the value of any hereditament with respect to the value of which the valuation is conclusive.
	25 & 26 Vict. c. 102	The Metropolis Management Act, 1862.	So much of ss. 6, 7, and 13 as authorizes or relates to ascertaining the value of any hereditament with respect to the value of which the valuation list is conclusive, and so much of any Act as applies the provisions hereby repealed.
	25 & 26 Vict. c. 103	The Union Assessment Committee Act, 1862.	The whole Act.

Year and Chapter.	Title or Abbreviated Title.	Extent of Repeal.
27 & 28 Vict. c. 39	The Union Assessment Committee Amendment Act, 1864.	The whole Act.
29 & 30 Vict. c. 78	The County Rate Act, 1866.	The whole Act.
32 & 33 Vict. c. 67	The Valuation of Property (Metropolis) Act, 1869.	The whole Act.

The old familiar Act of Elizabeth survives, as it has so often done before, the slaughter of the innocents.

The future procedure for valuation of property, is to be as follows:—

The guardians of every union are in every financial Cl. 3. year, to appoint from among themselves a committee (to be styled the assessment committee for the union), consisting of not less than six nor more than twelve, of which one-third at least are to consist of ex-officio guardians, if there are any or sufficient ex-officio guardians.

The guardians are annually in the month of April to report to the Local Government Board the proceedings of their assessment committee.

The assessment committee may appear in any appeal, Cl. 4 & 5. and the costs of and incidental to such appeal, including any costs ordered to be paid to any other party, are to be paid by the guardians, as if they were parties to the proceeding.

The overseers of every parish are to make and sign in Cl. 6 & 7. duplicate a list of all the rateable hereditaments in such parish and of the value thereof, and for the purpose of correctly making the list the overseers are to communicate with the surveyor of taxes, and whenever returns are obtained, allow him to inspect them, and are, as far as practicable, to agree with him upon the hereditaments and gross value thereof to be inserted in the valuation list, and

are to allow him to inspect the valuation list before it is signed by them; and the surveyor of taxes is to the best of his power to assist the overseers in making the valuation list correct.

Now this appears to me to be about the weakest machinery that could be devised for making a correct valuation of England for the purposes of assessment. If it be considered what kind of men the overseers are, as a rule, it will not be difficult to discern that no advantage is likely to arise from their association with the surveyor of taxes, who is a surveyor only in name. Apart, however, from that fact, it will be utterly impossible for him to give effective assistance to the overseers of a large number of parishes, all of which are engaged in making re-assessments at one and the same time.

Schedule 2.

The following shows the form of the valuation list—

Valuation List for the parish of _____ in the union _____ [or
not being in union] in the county of _____.

Number.	Name of occupier.	Name of owner.	Description of property.	No. of class.	Name or situation of property.	Extent.	Rent of annual value returned by occupier.	Gross value as estimated by overseers.	Gross value as estimated by surveyor of taxes.	Rate of deduction per cent.	Rateable value.	Gross value as finally determined by assessment committee.	Rateable value as finally determined by assessment committee.
						— / £							

It appears to consist of a most unnecessary number of columns. There is no harm in them except, perhaps, as respects the seventh column, which is likely to excite objections to giving information as to the rent or annual value of the property,—a point on which many people feel strongly. One column is headed “gross value as estimated by over-

seers," which may or may not be the rent paid. Then another column is headed "gross value as estimated by surveyor of taxes." Another, "rate of deduction per cent.," but inasmuch as all these three columns may be filled in with different amounts, the amount of deduction may differ. After a column for "rateable value" come two others headed "gross value as finally determined by Assessment Committee," and "rateable value as finally determined by Assessment Committee." These are the only two which can be of the slightest use, and I think it a pity that the Act should pass with so many unnecessary columns in it.

The Bill recites that the valuation is to include Cl. 8. tithes and payments in lieu of tithes, and every rateable hereditament in the parish, and is to divide all hereditaments included in the valuation list into the classes mentioned in the following schedule, so that the deductions to be made in ascertaining the rateable value may be calculated in accordance with that schedule.

The following Schedule is, in part, a reproduction of the Schedule 3. Valuation (Metropolis) Act, 1869, and shows—

The several classes into which the hereditaments inserted in a valuation list in pursuance of this Act are to be divided, and the maximum deductions allowed in the case of each class.

		Maximum rate of deductions.
		Per cent. or proportion.
Class	1. Houses and buildings, or either of them, without land other than gardens where the gross value is under £20 - - -	25 or $\frac{1}{4}$ th.
„	2. Houses and buildings without land other than gardens and pleasure grounds valued there-with for the purpose of inhabited house duty, where the gross value is £20 and under £40	20 or $\frac{1}{5}$ th.
„	3. Houses and buildings without land other than gardens and pleasure grounds valued there-with for the purpose of inhabited house duty, where the gross value is £40 or upwards -	$16\frac{2}{3}$ or $\frac{1}{8}$ th.

		Maximum rate of deductions.
		Per cent. or proportion.
Class 4.	Buildings without land which are not liable to inhabited house duty and are of a gross value of £20 and under £40 - - - - -	20 or $\frac{1}{5}$ th.
"	5. Buildings without land which are not liable to inhabited house duty and are of a gross value of £40 or upwards - - - - -	$16\frac{2}{3}$ or $\frac{1}{6}$ th.
"	6. Land with buildings not houses - - - - -	10 or $\frac{1}{10}$ th.
"	7. Land without buildings. - - - - -	5 or $\frac{1}{20}$ th.
"	8. Tithe, tithe rentcharge, and other payments in lieu of tithe. - - - - -	5 or $\frac{1}{20}$ th. over and above the salary of any curate or curates.
"	9. Mills and manufactories, including blast and smelting furnaces and kilns - - - - -	
"	10. Rateable hereditaments not included in any of the foregoing classes - - - - -	$33\frac{1}{3}$ or $\frac{1}{3}$ rd. To be determined in each case ac- cording to the circumstances and the general principles of law as amended by this Act.

Farms, exclusive of the houses thereon, may be inserted either as land with buildings under Class 6, or the land may be inserted separately from the buildings under Class 7, and the buildings separately from the land under Classes 1, 4, and 5, and in the valuation list for any parish in which any rate is levied for sanitary or other purposes, to which land is assessed on a portion only of the full rateable value, such land shall be inserted in the valuation list separately from the buildings, and the buildings shall be assessed at such value as may be considered to be the proper proportion of the whole value of the farm.

The maximum rate of deductions prescribed in this schedule shall not apply to houses or buildings let out in separate tenements, but the rate of deductions in such cases shall be determined as in Class 10.

The maximum rate of deductions in any class may be exceeded in cases where it is insufficient to include extraordinary expenditure which is required to maintain banks or embankments for the protection of land or buildings against the encroachment of water.

Cl. 9. The overseers, after signing the valuation list in duplicate, are to deposit one duplicate in the place in their parish in which the rate books are kept, and publish notice of the deposit, on the Sunday which occurs between the twenty-eighth day of May and the fifth day of June, and are to make and deposit the valuation list before such day as will enable them to publish the notice on that Sunday, and send that duplicate to the assessment committee not sooner than four-

teen and not later than seventeen days after notice is given of the deposit of such list.

Then comes a provision which calls for some comment.

The overseers are, at the time of such deposit, to send the other duplicate of the valuation list to the surveyor of taxes for the parish. The surveyor of taxes may enter in the duplicate so sent to him any hereditament appearing to him to be omitted, and the amount in his judgment of the gross value of that hereditament or of any hereditament included in the list for which a different amount is inserted by the overseers, and is to sign and send the duplicate to the assessment committee within twenty-eight days after he has received the same. This seems a most unnecessary power to put into the hands of a surveyor of taxes, who may, from mere suspicion or caprice, be thus enabled to give a great deal of trouble.

Where the overseers insert some hereditament not included in the valuation list for the time being in force, or raise the gross or rateable value of some hereditament above the value stated in such list, they must, as soon as practicable after the deposit of the valuation list, serve on the occupier of such hereditament a notice of the gross and rateable value thereof inserted in the list. Cl. 10.

The court of quarter sessions of a county are, from time to time, to appoint a committee for the purpose of supervising, with a view to the county rate, the totals of the gross and rateable value of the valuation lists of the parishes in their county. Cl. 11.

The acts of such committee are not to be affected by the termination of the sessions at which they were appointed, and such committee are to examine the totals of the gross and rateable value of the valuation lists for every parish in their county, and may appoint persons to assist them in such examination, and (if so directed) to make objections to or

appeal against a valuation list, provided notice of objection be given not less than seven days before the meeting at which objections to that list will be heard by the assessment committee, and may pay out of the county rate remuneration to such persons, or any of them, and the costs of and incidental to any such objection or appeal (including costs ordered to be paid to any party), and the other expenses incurred by the committee for the purposes of this Act.

Cl. 12.

The assessment committee, as soon as practicable after they receive a valuation list for a parish, must cause the totals of the gross and rateable value of all the hereditaments in such list to be ascertained and sent to the clerk of the peace, who is to submit them to the committee of quarter sessions.

Cl. 13.

The assessment committee must revise the valuation list before the first day of October.

The assessment committee may, whether any objection be or be not made to any such valuation list, and either before or after any meeting for hearing objections, make such alterations, insertions, and corrections in the list, and upon such information as to them may seem sufficient, and may, by obtaining a valuation of the hereditaments contained in such list or otherwise, take such means as they may think necessary for ascertaining the correctness thereof.

Cl. 14.

Objections to a valuation list of any parish may be made before the assessment committee by the overseers of any other parish in the same union who think that their parish is aggrieved, or by any person who may feel himself aggrieved by such valuation list.

The objection must be made by serving on the assessment committee, before the expiration of twenty-five days after notice is given of the deposit of the list, a notice in writing of the objection, specifying the grounds thereof, and

the correction which the objector desires to have made in the list.

A copy of such objection must be served on the overseers of the parish, and where an objection relates to any hereditament not occupied by the objector, on such occupier, together with a statement of the time at which the objection will be heard.

The service of such copy on the overseers and occupier is, except when the objection is made by overseers, to be made by the clerk of the assessment committee.

The surveyor of taxes may object to a valuation list, and moreover any entry made by a surveyor of taxes in the duplicate of the list sent to him of any hereditament appearing to him to be omitted, or of a gross value for an hereditament different from that inserted by the overseers, is to be deemed to be an objection by him, and in either case he must, within a specified time, serve notice of such objection on the occupier of the hereditament.

Then comes a provision which may escape notice.

An objection to a valuation list may also be made by cl. 15. any person directed to make the same by a committee of quarter sessions appointed to supervise the totals of the valuation list, and such committee may direct any person to object, if they think that by reason of a railway, canal, or other hereditament extending into several unions in the county, or by reason of the principle of valuation of any hereditament, or other the subject-matter of the objection concerning the county at large or two or more unions in the county, it is expedient to make an objection.

Under this clause, a surveyor appointed by the magistrates might value the railways in the county.

An assessment committee are to hold such meetings as cl. 16. they think necessary for hearing the objections made to the valuation lists of the parishes in their union.

The assessment committee are to cause notice of every meeting for hearing objections to the valuation list of any parish, other than a meeting by adjournment, to be given to the overseers of the parish not less than sixteen days, and to the surveyor of taxes for the parish, not less than nine days before such meeting, and are to publish the notice.

The assessment committee must at such meeting hear and determine such objections, and alter the valuation list accordingly, or may from time to time adjourn any such meeting, or the hearing or further hearing and determination of any such objection, and may, where they think fit, direct notice or further notice of any such objections to be given.

They may also, if they think fit, with the consent of all persons interested, hear an objection relating to any hereditament of which notice has not been given as provided by this Act.

(1. 17.

After the assessment committee have revised the valuation list of any parish, and heard and determined all the objections to the list, they are either finally to approve the same, or if they have altered the list by inserting therein some hereditament, or by altering the gross or rateable value of some hereditament, they are, within three days after it is revised, to return such list to the overseers of the parish and fix a day for hearing objections to the alteration, not less than fourteen or more than twenty-eight days after such re-deposit, and give seven days' notice thereof to the overseers and surveyor of taxes; such objections may be made within the time by the like persons and in like manner as in the case of objections to the original list.

The overseers of the parish on receiving such list must immediately re-deposit it in the place in which the rate-books of the parish are kept, and publish notice of such re-deposit, and where the alteration was made otherwise than in deter-

mining an objection, must, as soon as practicable after the re-deposit, serve seven days' notice of the alteration on the occupier of the hereditament affected by it.

The assessment committee are to hear and determine all objections and are to alter the valuation list accordingly : and when they have heard and determined all such objections and made therein any further alterations which, if made previously, would not require the list to be re-deposited, are to finally approve the list.

When the assessment committee finally approve a Cl. 18. valuation list, whether after a re-deposit or without causing the same to be re-deposited, they are to cause the totals of the gross and rateable value of all the hereditaments in the list to be ascertained and inserted in the list, and three members of the committee present at the meeting at which the list is finally approved are to sign each duplicate of the list, and the clerk of the assessment committee is to countersign the same.

The valuation list is to be finally approved by the assessment committee and one of the duplicates sent to the overseers and the other to the clerk of the peace before the first day of November.

The overseers, on receiving such duplicate, are to immediately deposit it in the place in which the rate books of the parish are kept, and publish notice of such deposit and of the time and mode of making appeals, and of the grounds on which an appeal is allowed by this Act to be made.

The clerk of the peace on receiving the duplicate is to Cl. 19. deposit at his office and is to cause the totals of the gross and rateable value in the valuation lists of every parish in his county to be printed, and is to cause a printed copy of all such totals to be sent to every assessment committee whose union is wholly or partly situate within the said county, and to every authority who have power to make or

levy any rate in any place wholly or partly within the said county. Every assessment committee and authority to whom a copy is required by this section to be sent, and every ratepayer within the said county is to be entitled to have printed copies of such totals on payment, for each copy of the said totals, of sixpence. The clerk of the peace is to send out the printed totals before the first day of December, and return the valuation list to the assessment committee not sooner than fourteen nor later than twenty-one days after the totals are sent out.

Cl. 20.

In every petty sessional division the justices of the peace must, in every year, as soon as conveniently may be after the thirteenth day of November, and not later than the fifteenth day of December, hold special sessions for hearing appeals against the valuation lists of the parishes within such division.

I wish particularly to call attention to this clause, the meaning of which is that, between the 13th of November and the 15th of December, all the appeals to petty sessions throughout England against these new valuation lists, which are to be made every seven years, must be settled. I need hardly say that it is perfectly impracticable to perform the work in the limited period provided for in the Bill.

The justices are to cause a written notice of the time and place at which they will hold special sessions for hearing appeals respecting the valuation list of any parish to be sent to the overseers of and surveyor of taxes for that parish, and the overseers shall forthwith publish it.

Cl. 21.

Any ratepayer in, any overseers of, and any surveyor of taxes for a parish, if aggrieved by any decision or alteration made by the assessment committee regarding the value of any hereditament in the valuation list for such parish, but not otherwise, may appeal against such decision or alteration

to the special sessions; but shall not be deprived of any other right of appeal conferred by this Act.

The justices in special sessions are not to hear any appeal Cl. 22. touching any matter with respect to which notice of appeal to quarter sessions has been served in pursuance of this Act, and are not to hear any appeal touching any part or alter any part of the valuation list except the part relating to the value of an hereditament; and a decision of such justices, and an alteration by them of the value of an hereditament in the valuation list of any parish, is to affect only the rights of the ratepayers of such parish among themselves, and is not of itself in any way to alter the totals of the gross or rateable value of such list as approved by the assessment committee, but may form a reason for an appeal against such totals to the quarter sessions.

The justices in special sessions may adjourn from time to time, as may be necessary for the performance of their duties under this Act, and are to have with respect to the attendance and examination of witnesses the same powers as justices in special sessions have under section 70 of the Poor Law Amendment Act, 1844.

Any ratepayer and any surveyor of taxes, and any Cl. 23. overseer, with the consent of the vestry of his parish, who, in the case of the valuation list for any parish may feel aggrieved by any decision of the assessment committee on an objection made before them to which he was a party, or by any decision of special sessions whether he was a party or not, or by any alteration made by the assessment committee touching the value of or the omission or insertion of any hereditament, may appeal against such decision or alteration to the quarter sessions for the county in which the parish is situate.

Any ratepayer in any county, liberty, borough, union,

district, parish, or area within which any person or body of persons has power to make any rate on the basis of a valuation list, and the assessment authority of a rating area may, if he or they feel aggrieved by reason—

(1.) Of the total of the gross value or of the rateable value in the valuation list for any parish wholly or partly situate in such area being too high or too low ; or,

(2.) Of there not being a proper valuation list as required by this Act approved for some parish wholly or partly situate in such area :

appeal to the quarter sessions for the county in which such parish is situate.

Cl. 24.

Notice in writing of every appeal, specifying the correction which the appellant desires to have made in the valuation list, must be served, on each of the following persons, where not the appellant ; namely,

On the assessment committee, and, if the appeal affects gross value, on the surveyor of taxes ; and,

Where the appeal affects an hereditament, on the occupier ; and,

Where the appeal is by an assessment committee or a surveyor of taxes, then also on the overseers of the parish :

and every assessment committee and person on whom such notice of appeal is required to be served shall be deemed for the purposes of this Act to be a party to such appeal.

Cl. 29, ss. 9.

Notices of appeal to special sessions are to be given before the twenty-first day of November.

This is evidently an oversight in the Bill, as the Special Sessions are to begin on the 15th day of November, but notices of appeal are not required to be given before the 21st of November.

Cl. 29, ss. 10,
11, 12.

In the case of appeals to quarter sessions, other than

one against a total or on account of the absence of a proper valuation list, the appeal is to be to the next practicable court held after the final approval of the list questioned in the appeal, and not less than fourteen days after the decision or alteration appealed against is given or made, and ten days' notice is to be sufficient notice of such appeal.

This is an important alteration in the present mode of procedure, but it is merely embodying the present practice that you shall go to the next practicable sessions after the assessment committee have given their decision. In this case I do not see anything to prevent the list being approved before the October Sessions. If not, you must go to the January Sessions, and this will apply all over England. I believe the London and North Western Company go into forty counties. How many unions they are ratepayers in I cannot tell, but it will be absolutely impossible for the company to meet the requirements of this clause, and I do not see how it can be worked in this and similar cases. If the sessions are to have power to respite an appeal from the time to time, it would, to some extent, obviate the difficulty, but otherwise the railways must submit to their assessments from sheer inability to make their appeals.

In the case of appeals to quarter sessions against a Cl. 29, s. 13. total or on account of the absence of a proper valuation list, notice of such appeal is to be given before the first day of February, and the court may be held at any time after the fourteenth day of February which will enable them to determine such appeal (except where a valuation list or valuation is ordered) before the ensuing thirty-first day of March, and at least ten days' notice of the sitting of the court shall be given.

Where notice of an appeal is served on the assessment committee, their clerk is forthwith to serve notice thereof on the clerk of the special sessions or clerk of the peace, as

the case may require, and where the appeal is by a ratepayer is to serve the notice required by this section to be served on the surveyor of taxes and occupier.

Where a ratepayer appeals to quarter sessions he must, immediately after giving notice of the appeal, enter into a recognizance before a justice of the peace, with two sufficient sureties, conditioned personally to try such appeal and to abide the judgment of the court thereon, and to pay such costs as may be awarded by the court, or give such other security, by deposit of money or otherwise, as the justice may allow.

This latter provision is new in country parishes.

My experience of its working in London and Middlesex, is, that it deters many persons from appealing. They are frightened at the recognizances and of entering into a bond for the costs of the appeal, and I think they would rather submit to an over assessment than incur such a liability.

CL. 25.

The justices in special sessions and the court of quarter sessions respectively are, in open court, to hear and determine all appeals brought before them in such order as they may respectively from time to time appoint.

They may adjourn the hearing from time to time, and if from accident or mistake due notice of appeal has not been given, or if an additional notice of appeal appears to be required, they may, if they think it just, order notice of appeal to be given.

This meets the difficulty which is found to be of frequent occurrence in the working of the London Act.

If, however, this provision is made as to notice of appeal, it should be more comprehensive, for I have met with an instance in the present year where a notice of appeal was given properly, but the appeal itself was omitted to be entered, and it is folly to give the sessions power to provide

for notice if power be not also given to enter the appeal. In this London instance the appeal was allowed to be entered.

The justices in special sessions may confirm or alter the valuation list, so far as it is questioned by the appeal, in such manner as they think just, so that such alteration be not in contravention of the Act; and the quarter sessions where they alter on appeal the value of an hereditament in any valuation list shall make the necessary consequential alteration in the total value in the valuation list.

The costs of an appeal to special sessions are to be in Cl. 28. the discretion of the justices, and may be awarded by them to be paid by such parties to the appeal and in such proportions as they think just, and may be recovered as if awarded by quarter sessions.

The costs of an appeal to special sessions or quarter sessions awarded against or incurred by any rating authority or body of persons not being ratepayers, with respect to which there is no other provision in this Act, are to be paid in like manner as other expenses of such authority or body of persons are paid.

For the purpose of hearing an appeal presented against Cl. 30. a total or for the absence of a proper valuation list, the court of quarter sessions held in the months of December or January may adjourn to such day as may be appointed by the court.

If such court do not so adjourn, and any such appeal as aforesaid is presented, a court of general sessions is to be held for hearing the appeal, and the clerk of the peace is to take all necessary proceedings for causing such court to be convened.

Where the time limited by this Act is for any reason Cl. 31. not duly observed, the Local Government Board may, on

application, prescribe some other time and every proceeding is to be as valid as if the time so prescribed were limited by this Act.

This provision is an improvement upon the London Act, and is apparently intended to meet the difficulty alluded to with reference to clause 54.

I believe there were three cases to the Queen's Bench granted this year, to determine whether, in cases where time was not complied with, a valuation list afterwards made was a valid valuation list. By this clause it would simply be necessary to go to the Local Government Board, who would fix some other time, and thus correct the error which had been made.

Where any overseer, clerk of the assessment committee, surveyor of taxes, or other officer is required by this Act to serve a notice upon any ratepayer, and fails to serve the same, or fails to serve the same within the time required by this Act, such ratepayer is not thereby deprived of any remedy or advantage which he would have had if such default had not been made, and the assessment committee, special sessions, and quarter sessions must allow to such ratepayer the same facility for making or opposing an objection or appeal as he would have had if such default had not been made, and may, if need be, for this purpose postpone or vary the times limited by this Act.

Cl. 32.

The valuation list as approved by the assessment committee, and, if altered on any appeal, as so altered, is to come into force at the beginning of the financial year (commencing on the first day of April) succeeding that in which it is made, and is to be deemed to have been duly made and is to last for seven years, subject to any alterations that may be made by any supplemental list or otherwise as hereinafter mentioned.

This latter section is the most important part of the whole

Bill. As I have already said, it is nearly impossible to make a valuation of all England, next year—certainly so between the 1st April and the 5th June, as stipulated in the Bill. Assuming it to be desirable to have a new valuation throughout all England within the seven years, such lists can no doubt be completed within seven years of the passing of this Act. Some unions, for instance, would and can make their valuation next year, and some the next, and some the next, and in this way, the work would be spread over the whole period of seven years. Provision can be made for the future by enacting that no list shall remain in force for more than seven years, so that a valuation made in the first year of the Act, would come on again in seven years, and one made in the sixth year after it is passed, in thirteen years. In this way the work can be properly done.

The first valuation list made under this Act, except in the metropolis, is to be made in the financial year beginning on the first day of April in the year one thousand eight hundred and seventy-seven.

The first new valuation list made for the purpose of revision under this Act, except in the metropolis, must be made in the financial year beginning on the first day of April, one thousand eight hundred and eighty-four.

The first valuation list made under this Act in the metropolis is to be made in the financial year beginning on the first day of April, one thousand eight hundred and eighty-three, and comes into force on the succeeding first day of April, and subject to alteration by supplemental lists made annually as provided by this Act, is to continue in force until the first day of April, one thousand eight hundred and ninety-two.

The valuation list in force in the metropolis at the passing of this Act is to be deemed to have been made

under this Act, and, subject to alteration by supplemental lists made annually as provided by this Act, is to continue in force until the first day of April, one thousand eight hundred and eighty-four.

It was, no doubt, intended by the framers of this Bill, in repealing the London Act, that the last valuation made under that Act should stand good until the second valuation was made under the proposed new Act. It will be seen, however, that there is a mistake of a year in the foregoing clause, 1883 being given instead of 1884.

Cl. 33.

Notwithstanding any appeal under this Act which may be pending at the commencement of the financial year, the valuation list is to come into force unaltered, and every rate and tax in respect of which the valuation list is conclusive is to be made, charged, and paid in accordance with such valuation list; and where an alteration in such valuation list is made on such appeal, the amount, rate, or tax is to be altered accordingly, and the difference in amount, if too much has been paid, is to be repaid or allowed, and if too little, is to be deemed to be arrears of the rate or tax (except so far as any penalty is incurred on account of arrears), and is to be paid and recovered accordingly.

I may observe, with reference to this clause, that there is a provision in an Act of George III., still unrepealed, which enacts that a man shall not be bound, after entering an appeal, to pay on a higher rate than the last effective rate; but, under this provision, he would be bound to pay on any new assessment (perhaps at great inconvenience) pending the result of the appeal.

To single out a particular instance I will take a well-known case, where the assessment was raised from a nominal sum to about £20,000, and was afterwards reduced to between £10,000 and £11,000. It would be very inconvenient to pay the rate—as would have to be

done under the new Act—on £20,000, pending the result of an appeal, a hardship obviated by the old Act. This requires amendment, or expunging altogether from the Bill.

The valuation list during the financial year that it is in force is, Cl. 34.

For the purpose of any rate made during that year; and,

For the purpose of the following taxes payable for the use of Her Majesty during the said year, namely the house tax upon inhabited houses and the income tax upon any land, tenements, and hereditaments, except where such income tax is charged upon profits; and,

For the purpose of determining so far as applicable during the said year the value of any hereditament for the purpose of the qualification of a juror, councillor, guardian, or officer, or for the purpose of the Acts relating to the sale of intoxicating liquor:

to be conclusive evidence of the gross value and of the rateable value of the several hereditaments comprised therein, and of the fact that all hereditaments required to be inserted therein have been so inserted.

Every such rate is to be made in respect of the rateable value in the list and is not to be made in respect of any hereditaments not comprised therein.

The said house tax and income tax are to be charged upon the gross value in the list in force on the day on or before which such tax is payable.

In other words, house tax and income tax are to be charged on the gross valuation. House tax may, of course, be charged upon anything, but income tax ought plainly to be charged only on the rateable value. A man may let an old property at £100 a year, but which costs him £30 or £40 a year to keep in repair, and nothing can be more

unfair than to seek to make him pay on the gross when only some £60 or £70 finds its way into his pocket.

Cl. 35.

A new valuation list is to be made in every seventh financial year.

In each of the six years after a valuation list is made the same is to be revised by a supplemental list, if necessary :

A supplemental list must

Cl. 36.

(a) Show all the alterations which have taken place during the preceding twelve months in the value of any rateable hereditament in respect of which a person is liable to any rate or tax ; and,

(b) Correct any error existing in the gross or rateable value of any hereditament in the valuation list, which the overseers are requested by written notice served on them before the first day of May by the occupier of that hereditament to correct :

but is to contain only the hereditaments affected by such alterations or corrections.

If there be no alteration or correction, the overseers are to sign a certificate to that effect.

This clause calls for some comment. The supplementary list under the London Act has given rise to a great deal of dispute. It seeks to provide for changes in the rateable value of a house from the adding to or subtraction from the hereditament. The question has arisen in London whether, supposing premises—say commercial premises—have a block of new offices worth £50 a year added to them, the whole premises should be revalued, or whether the value of the new offices only should be added to the old valuation as it stands in the valuation list. It would have been better, I think, had the words “in the value of any rateable hereditament” been omitted from the clause. As it stands, it is always open to say that a house has increased in value.

If, in the course of any financial year, it is represented Cl. 37.
by any overseer, surveyor of taxes, ratepayer, or otherwise to
an assessment committee that the value of any hereditament is
increased by the addition thereto or erection thereon of any
building, or by its being occupied in a different manner or
for a different purpose, or is from any cause reduced in value,
or is, by reason of any erroneous return or of its having been
unoccupied at the time of the deposit of the list, erroneously
stated in the valuation list, the assessment committee are to
hold a meeting, and after giving due opportunity for making
objections, and hearing any objection made, are to consider
such representation, and, if satisfied of the truth thereof, are
to provisionally alter the value of such hereditament in the
valuation list.

If the overseers of any parish fail to send such a valua- Cl. 44.
tion list as is required by this Act, the assessment committee
are to appoint some person to make a valuation list, and may
allow him such remuneration in addition to his expenses as
they think fit.

I may add, or can get him to take. There does not appear
to be any time stipulated within which the person appointed
(presumably a surveyor) is to complete the list.

All costs incurred by the assessment committee in
pursuance of this section are to be charged to such parish.

The valuer so appointed is to have for the purposes of
this section the same powers and duties as overseers, and the
valuation list so made is to be dealt with in the like manner
as if it had been duly made and sent by the overseers.

The assessment committee may for the purposes of this Cl. 45.
Act from time to time order any overseer, assistant overseer,
surveyor of taxes, collector of taxes, clerk to the com-
missioners of taxes, or other like officer, to produce any
books, valuation lists, or documents under his control relating
to rates or taxes in any parish in the union of such committee,

or to the property chargeable therewith; or to make and send to the committee, or permit a person appointed by the committee to make copies of or extracts from any such books, lists, or documents, and to make returns to the committee in relation to such rates, taxes, and property, and to attend and give evidence to the committee.

Provided that nothing in this section shall authorize the committee to require the production of copies of or extracts from any book or document relating to profits of trade or concerns in the nature of trade, or to require any return or evidence in relation thereto.

The previous section provides for the production of books and documents with reference to the different rates paid. It is very desirable to know how far this section affects gas, water, and railway companies, who frequently complain that the returns required of them are very inquisitorial.

Cl. 46.

An assessment committee may, and if so required by the overseers or surveyor of taxes must, by order, require any person who is the owner or occupier of any hereditament in their union to send them a return in writing of all or any of the following things; namely, of the rent receivable or payable by him (as the case may be) for such hereditament, and of the person entitled to any tithe commutation rentcharge charged on such hereditament, and of the amount of the same, and of the several persons by whom any such rentcharge is paid to him and of the amounts paid by each such person, and of such other particulars respecting such hereditament as are required for the due execution of this Act. And every such owner or occupier must obey such order within fourteen days after the service thereof on him, and in default shall be liable, on summary conviction, to a penalty not exceeding five pounds.

This is, I think, a very inquisitorial requirement, and one

likely to meet with much resistance from country rate-payers.

In every financial year in which a new valuation list is made, or in the month of February preceding that year, every person must, when required, make to the overseers such return as a person chargeable under the Acts relating to the income tax is bound to make. Cl. 48.

Where any contribution in aid of the poor or other rate of any parish is paid by or on behalf of Her Majesty, or of the government, in respect of any property situate in such parish not being rateable, the gross and rateable value of that property, according to the estimate (if any) of the value on which the contribution is computed, or if there be no such estimate, according to an estimate made in manner provided by law with respect to the estimate of other like property, is to be included in the valuation list of such parish, but nothing in this section shall render such property rateable. Cl. 50.

This section seems to provide for the valuation of classes of property of which few surveyors have had much experience. Does it mean that such buildings as the Houses of Parliament and the Government Offices, are to be valued?

The assessment committee, with the consent of the guardians, may appoint some competent person to assist the committee in the valuation of the rateable hereditaments of the union for such period as may seem fit, at a salary or other settled remuneration to be paid out of the common fund. Cl. 51.

The assessment committee, with the consent of the guardians, may appoint a competent person, at such remuneration in addition to his expenses as may seem fit, to value all the hereditaments of any parish, or any hereditaments Cl. 52.

or class of hereditaments, the valuation of which is attended with special difficulties, or appears to the committee to require the assistance of some specially skilled person.

The costs of such valuation, including the remuneration and expenses of the valuer, shall be paid by the guardians out of their common fund :

Provided that—

- (1) Where the valuer is employed to value all the hereditaments in a parish in consequence of the assessment committee being dissatisfied with the valuation list sent to them by the overseers, and the total of the rateable value according to the valuation made by such valuer exceeds by one-sixth the total of the rateable value contained in such valuation list, the costs of the valuation shall be charged by the guardians to the said parish ; and,
- (2) Where the valuer is appointed upon the request of the majority of the overseers of any parish to value any single hereditament or class of hereditaments in such parish, the guardians may charge the costs to such parish ; and,
- (3) Where the valuer is appointed on the request of any ratepayer, and the guardians require him to pay the costs, the costs shall be a debt due to them from the ratepayer.

Cl. 53.

If it appear to the guardians of any union, on the representation of the majority of the overseers of any parish in such union or of any ratepayer of such parish, that it is necessary or expedient that a new valuation should be made of all the rateable hereditaments in such parish, the guardians may, with the consent of the Local Government Board, appoint a competent person to make such valuation, with or without a map, on such scale as they think fit. The costs of

such valuation, including such remuneration to the valuer, in addition to his expenses, as the guardians may fix, to be paid out of their common fund and charged by them to such parish.

It is not at all plain whether this means that at any time power to make a new valuation may be obtained upon going to the Local Government Board, nor is any time fixed within which the valuation or the map is to be made. Then comes a paragraph for using the Ordnance survey or the tithe surveys, and, by another paragraph, the quarter sessions have power to order a valuation.

Where a parochial map has been made under the Cl. 54. Ordnance survey, or where a sufficient map of any parish can be obtained by a copy of any map confirmed by the Tithe Commissioners for England and Wales, the guardians are to cause a copy of such map to be supplied to the assessment committee of the union at the expense of the common fund.

If there be no such map as aforesaid of any parish sufficient for the purposes of the assessment committee, the guardians may, with the consent of the Local Government Board, appoint a competent person to make a map of such parish, and the cost thereof is to be charged either to the common fund or to the parish, as may be directed by the Local Government Board.

Where a valuer is appointed under this Act by an Cl. 55. assessment committee or guardians to value all the hereditaments of a parish or to make a map of any parish, the guardians may, with the sanction of the Local Government Board, borrow the amount requisite to pay the costs of such valuation on the security of the common fund, to be repaid within five years from the date of the loan.

If it is made to appear to the court of quarter sessions Cl. 57. that there is not such a valuation list as is required by this

Act approved for some parish, the court may appoint some competent person (with such remuneration as the court may fix) to make a valuation list for that parish.

The costs of making such valuation list are to be paid by the assessment committee who failed to approve the list, and are to be deemed part of their expenses under this Act.

Cl. 58.

If any of the parties to an appeal under this Act to quarter sessions apply for a valuation of any hereditament affected by the appeal, and (if a ratepayer) give such security as the court think proper to pay the costs of the valuation, the court may, in their discretion, appoint some competent person to make the valuation, and adjourn the hearing of the appeal.

The costs of such valuation are, subject to any direction of the court, to be deemed to be part of the costs of the appeal.

Cl. 60.

Where appeals which appear to involve some common principle are brought against the valuation lists of several parishes in one union, or in different unions, the overseers of such parishes, with the consent of their respective vestries and the assessment committees of such unions, whether they are respondents or appellants in such appeals, may agree jointly to bear the costs incurred in or about such appeals, or which may be awarded against them on such appeals, in such proportion as may be agreed upon; and such agreement is to continue binding upon such overseers, assessment committees, and their successors in office, until the appeals have been finally determined.

This seems to suggest a combination between parishes of an entirely novel kind. Any number of unions may combine for the purposes indicated in this section, which seems to be directed mainly against railway companies.

94. The court to which such appeals are brought may, if

they think it just, direct such appeals, or any of them, to be heard as one appeal.

Where there is no assistant overseer or other paid Cl. 64. officer whose duty it is to assist the overseers, the overseers may, with the consent of the vestry, employ some person to assist them in making a valuation list, and may pay him out of the poor rate such remuneration as they think fit, not exceeding the amount consented to by the vestry.

Then follow special provisions as to assessment committees in certain parishes in the metropolis, and as to parishes in the metropolis where there are no guardians and no vestry, and as to sending of totals in the metropolis to the clerk of the managers of the metropolitan asylum district.

In the case of a valuation list for a parish in the Cl. 74. metropolis, any person or authority authorized by this Act to appeal, touching such list, to the court of quarter sessions, cannot appeal to that court, but may appeal to the court of general assessment sessions.

For the purpose of hearing such appeals, the justices of Cl. 75. the peace appointed as hereinafter mentioned are to assemble and hold a court of general assessment sessions at such times between the first day of November and the succeeding last day of January as may be convenient for hearing appeals under this Act, and also for the purpose of appeals against a total or on account of the absence of a proper valuation list.

The time of the sitting of the assessment sessions in London is altered by this clause, without any result, so far as I see, save to make them conflict with the January quarter sessions in the country.

The justices who are to form the court of general Cl. 76. assessment sessions are to be appointed annually as follows :

- (1) Three justices of the peace of the county of

Middlesex (of whom the assistant judge of the court of the sessions of the peace of the said county shall be one) ;

(2) Two justices of the peace of the county of Surrey ;

(3) Two justices of the peace of the county of Kent ;
and,

(4) Two justices of the peace of the city of London.

The said justices are to be appointed in the month of October in every year, and are to hold office for twelve months beginning on the first day of November.

Cl. 78

The justices in assessment sessions may from time to time fix their quorum so that it be not less than three, and appoint one of their own number to be chairman, who is to have a second or casting vote.

They may adjourn from time to time, as may be necessary for the performance of their duties under this Act.

Cl. 81.

Where, by a special case or otherwise, an appeal is brought from the justices in assessment sessions to a superior court, the justices are, if necessary, to hold a sessions or an adjourned sessions for the purpose of entering judgment in accordance with the decision given upon the said appeal.

Cl. 87.

In calculating the gross value, the annual rent which a tenant might reasonably be expected to pay is not to be estimated at less than the actual rent if paid by an annual tenant over a series of years ; provided that—

(1) Proper deductions are, nevertheless, to be made in such calculation where the landlord undertakes to pay any tenant's rates or taxes or any tithe commutation rentcharge ; and,

(2) Proper deductions are, nevertheless, to be made in such calculation where the rent paid for a house includes any sum for the use of furniture,

gas, water, servants, or matters other than the use of the house unfurnished.

This clause is a serious innovation on the mode of making valuations, the effect being that, if a man is paying more rent than he ought to pay, he is, according to the Bill, to be rated on that rent, and be, consequently, doubly punished.

Where it can be shown by a tenant having a lease of any hereditament that the hereditament has become depreciated in value since he took the lease, there may be made in respect of such depreciation such addition to the ordinary deduction made from the gross value in calculating the rateable value as, having regard to the circumstances, may be reasonable.

In calculating the gross value of a tithe commutation cl. 88. rentcharge there is to be deducted from the average annual amount of such rentcharge all tenants' rates and taxes, tenths, first fruits, synodals, and other ecclesiastical dues, and the cost of the repairs of a chancel, if the rentcharge is liable to bear the cost of such repairs.

In calculating the rateable value of a tithe commutation rentcharge there is to be deducted from the gross value calculated as aforesaid the amount of the costs of collection, and where the person entitled to such rentcharge is so entitled as the incumbent of any ecclesiastical benefice, and the circumstances of that benefice are such that, in addition to the personal services rendered by the incumbent, the employment of any curate or curates is or can be required by the bishop of the diocese, or is otherwise necessary for the due performance of the duties of the benefice, there is also to be deducted the salary of the curate or curates actually employed.

In calculating the gross value of any tithe commutation rentcharge, the average amount which (according to the Cl. 89.

septennial averages of the price of corn) has been payable in respect of such rentcharge during the septennial period ending on the twenty-fifth of December next before the time at which the valuation list is made is to be adopted ; and in calculating the rateable value of a tithe commutation rentcharge, the amount of deductions is to be determined by the average amount payable in respect of each item of deduction during the said period.

The gross value and rateable value so calculated therefrom is to remain unaltered until the next new valuation list, and the overseers are not to insert such rentcharge in a supplemental list on account of any variation in its value, whether arising from the variation of the septennial average of the price of corn or otherwise : Provided that if the owner of the tithe rentcharge feel aggrieved by reason of the gross or rateable value fixed by the valuation list for the time being in force (hereafter referred to as the average value) exceeding in any year (by reason of the variation in the septennial average of the price of corn or the employment of a curate or otherwise) the actual value during that year (hereinafter referred to as the present value), he may complain to a court of summary jurisdiction, who may by summary order amend the rate or tax by deducting so much as is charged in respect of the said excess, subject, nevertheless as follows :

- (1) If at any time since the said valuation list came into force the present value has exceeded the average value, the amount of the rate or tax which has, in consequence, been underpaid, is to be set off against the amount so deducted ; and,
- (2) If at any time after such amendment and before the next new valuation list comes into force the present value exceeds the average value, a court of summary jurisdiction, on complaint by the

overseers or surveyor of taxes, may by summary order amend the rate or tax by adding a charge in respect of such excess.

Where the owner of or person receiving rent in respect Cl. 96. of any hereditament is liable to be assessed to or to pay any rate or tax in the place of the occupier, or has agreed to pay rates, or is rated under the Poor Rate Assessment and Collection Act, 1869, he is, for the purposes of this Act, to be deemed to be the occupier.

A person appointed in pursuance of this Act as valuer, Cl. 98. or to make a valuation list or valuation, is to make his valuation in writing, showing the particulars of the several hereditaments comprised therein, and the amounts at which he has valued the same respectively, and is to sign such valuation, which is to be kept with the records of the committee, court, or authority appointing him.

Such person, and a person appointed in pursuance of this Act to make a map of any hereditaments, may, together with his assistants, at all reasonable times until the same is completed, enter, survey, and admeasure all and every part of the hereditaments comprised in his valuation or map, and do or cause to be done any act or thing reasonably necessary for making such valuation or map.

The expression "gross value" means the annual rent Cl. 103.

which a tenant might reasonably be expected, taking one year with another, to pay for an hereditament, if the tenant undertook to pay all usual tenant's rates and taxes and tithe commutation rentcharge (if any), and if the landlord undertook to bear the cost of the repairs and insurance, and the other expenses (if any) necessary to maintain the hereditament in a state to command that rent.

The expression "rateable value" means the gross value, after deducting therefrom the probable annual

average cost of the repairs, insurance, and other expenses as aforesaid.

The expression "financial year" means the twelve months commencing with the first day of April and ending with the succeeding thirty-first day of March; and words referring to a year refer to the same period.

CL. 106.

Where any contribution in aid of the poor or other rate of any parish is paid by or on behalf of Her Majesty or of any department of the Government or otherwise, in respect of any property in the parish, the rateable value of such property, estimated in manner directed by this Act, is to be included in the value on the basis of which any county or other rate is assessed which is charged upon the parish, or any part thereof, and assessed in proportion to the total rateable value of such parish or part.

For the purpose of including such value,—

Where such value has not been included in the valuation list for such parish in force at the passing of this Act, under the Valuation (Metropolis) Act, 1869, or under the Union Assessment Committee Act, 1862, the Local Government Board may, by order, add to the valuation list of such parish the gross and rateable value of such property according to the estimate (if any) of the value on which the contribution is computed, or if there be no such estimate, according to the estimate made in manner provided by law with respect to the estimate of other like property, and may alter the total of the gross and rateable value of such list accordingly; and,

In every case the Local Government Board is to cause the rateable value of such property to be sent in a county to the clerk of the peace for the county, and in the metropolis to the clerk of the managers of the

metropolitan asylum district, and the said clerks are to send notice of such value to every person and authority having power to levy a rate the assessment of which will, under the provisions of this section, be affected by such value.

The Local Government Board is to make such orders as to them seem necessary for carrying into effect the object of this section, and such orders are to have effect as if they were enacted in this section.

To briefly summarize what I have said, I would suggest that, instead of making a new valuation in every parish next year, there should be a new valuation of every parish made within seven years of the passing of this Act and once in every subsequent seven years.

I consider the assessment committee to be an unsatisfactory tribunal for dealing with objections to the valuation lists, seeing that it becomes in this way the judge in its own cause, and, in nine times out of ten, an objection made to them does not prevent litigation. From the action of the assessment committee, the whole of the matters in dispute originate, and therefore to go before that committee with the hope of getting impartial justice, is a delusion. The appeal to the assessment committee may very well be dispensed with altogether, and I am not sure that it is necessary to substitute any other form of appeal in place of it. In any case, there is an appeal to the petty sessions, if a less important tribunal than the quarter sessions be desired. I am convinced that satisfactory decisions are not to be expected, unless a method be found of carrying appeals, in the first instance, to some other tribunal than an assessment committee. Neither do I consider the quarter sessions a properly qualified tribunal for deciding appeals of this character. I would again make a suggestion which I have advanced on several occasions in this room, during the last

ten years, namely, the appointment of a competent court of referees (somewhat on the plan of the railway commission), composed of two surveyors and a barrister, whose sole duty it shall be to hear appeals or act as referees. Such a court would be qualified to deal with intricate questions of value and would be likely to give greater satisfaction than the present tribunals. At any rate, their decisions would be more uniform than is at present the case.

Mr. J. H. LLOYD (Associate of Council) proposed a vote of thanks to Mr. RYDE for the able manner in which he had summarized the Bill.

Mr. E. J. CASTLE (Associate), had much pleasure in seconding the vote of thanks to Mr. RYDE for his Paper. He did not quite agree with what had been said as to the advisability of having a preliminary Appeal to the Assessment Committee. In his experience he found that, in the great majority of cases, appellants were satisfied with the decision of the Assessment Committees. Of course, when questions of difficulty arose, the matter ought to be decided by litigation, but it seemed to him that one of the real errors in this Bill was the principle of the introduction of the Surveyor of Taxes—though this perhaps was rather more a question for the Legislature, than for him. It appeared to him, however, looking back into the history of this country, that local taxation, ever since the time of Queen Elizabeth, had always been free from the interference of Parliament; and he might mention that, in the time of the Stuarts, when the question of ship-money, which ultimately led to civil war and the establishment of the Commonwealth, was being agitated, local taxation, under the Act of 43 Elizabeth, had been going on quietly and had so continued up to the present time. The attempt to introduce a Surveyor of Taxes into the metropolis and the

country generally was, he thought, a step in the wrong direction. The time would come when the Government would regret that they had ever interfered with local taxation; and he believed it was a recognised fact, in the political administration of this country, that it was far more easy to levy rates for local taxation than taxes for the Imperial Exchequer. He considered the ultimate effect of the introduction of the Surveyor of Taxes would be the absorption of Local into Imperial taxation, and the maintenance of the poor, with all its necessary grievances, would become a question of Imperial legislation. This would be a step in the wrong direction, and one which ought to be carefully considered.

There was one more point to which he would call attention—the errors in the valuation lists as made by the assessment committee. Property might not be properly assessed, but the only provision in this Bill, was for dealing with cases of alteration in value. To give an example; the overseers of a particular parish, as well as the assessment committee, neglected to re-assess certain large gasworks. The parish valuation list was fixed, and the property would have remained as it was for five years, at least. The omission, however, was noticed, and it was arranged that another parish in the union should appeal, on the ground that this hereditament was not properly assessed. The appeal came on for trial, and the gas company consented to have their rateable value increased from £8,000 to £16,000 at once. It followed therefore that, if the error had not been discovered in time, the parish, including future ratepayers, would have lost the rates on £8,000, because, as no alteration had taken place in the hereditament, the assessment sessions would, as they have done in other cases, have refused to interfere with the valuation list.

The quarter sessions, like other tribunals, was liable to

error, and in two ways—in law and in fact. If in law, he believed they were the only tribunal in the country from whose decisions there was no appeal as a right. They might occasionally be persuaded to grant a case, but the instances were rare in which they would do so. In a case tried before the sessions, the parties actually consented to a case being given while the new court of sessions refused to give it, and the parties were fixed with a rateable value against which for five years there was no appeal. It seemed to him that as a county court judge, who had been properly trained for his duties, was liable to have his decisions reviewed as a matter of right where the subject-matter exceeded £20, it was an anomaly to give to those who had no special knowledge of these matters the power of deciding questions involving the payment of large amounts annually, unaccompanied by any right of appeal, and one which ought to be removed as soon as possible.

Mr. H. J. CASTLE, Senr. (Member), said that his friend Mr. RYDE had dealt with the matter so ably and so exhaustively that it left him very little to do beyond confirming in a great measure what he had said. It would, however, be of some service, possibly, if he touched upon some points with a little more detail than Mr. RYDE had.

The Bill would probably be before the House again by next Monday, and the sooner the Institution decided on some course of action (if any) the better. Something more practical was needed than the expression of general views on the subject. He would pass over, without comment, those sections which appeared to be reasonable, and address himself only to those as to which serious objections might be taken.

First, as to sections 29, 30, 31, and 32. Those sections

had reference to times of proceeding. Now, as regarded the existing Act, all present would agree—those especially who had had experience in the working of the Valuation of Property (Metropolis) Act, 1869—that everybody concerned in the conduct of these matters had suffered most severely in consequence of the high pressure at which the work had to be done. Those who had to make valuations had not sufficient time allowed to make them properly, and those who objected to them were crippled from the same cause.

Many of the valuations were mere guess work, owing to the necessity of getting them done within such a limited time. He was sorry to see that the *times for proceeding* under this Valuation Bill were just the same as under the Valuation of Property (Metropolis) Act. It was impossible for the overseers just coming into office to prepare a valuation list (probably for the first time) by June. It was equally impossible for the General Assessment Sessions to deal with such a vast amount of work properly and equitably, and if the Bill became law without some alteration in these clauses, evil would result all over the country. He quite agreed with Mr. RYDE that the new valuations should be spread over the whole period of the first seven years after the passing of the Act, leaving it to each union to take it up when it suited them, only requiring that the valuation thus made should be corrected every seven years. This system obtained in the case of leases, some leases stipulating that painting and decorating should be done every seven years, and others every seventh year. This suggestion, if adopted, would get rid of one of the greatest objections to the Bill.

Great inconvenience had been suffered this year in consequence of the court deciding that there was no power to refer, even by consent. All that could be done was to grant a case, or appoint a valuer, but as it was further

decided that a valuer, if appointed, could not hear evidence, there was practically no resource left but to settle things as best they might, and get rid of them. The result, however, was that justice was done to neither side, and everybody went away dissatisfied, and the same state of things would continue to prevail unless a power of appeal or of reference were granted. The railway companies would be the greatest sufferers by the new Bill if it became law, owing to the limited time allowed for the preparation of their appeals.

The Manchester, Sheffield, and Lincolnshire Railway passed through thirty-seven unions and two hundred and fifty-nine parishes, their assessments in which had all to be dealt with in the short period of four months. The Lancashire and Yorkshire Railway passed through thirty-eight unions and three hundred and fifteen parishes. The South Eastern Railway forty-two unions and two hundred and fifty parishes. The Midland Railway one hundred unions and one thousand three hundred parishes. The Great Eastern Railway eighty unions and five hundred and forty-one parishes. The North Eastern Railway eighty unions and one thousand parishes. Under the circumstances, he need not say that it was perfectly impossible to do the work in connection with this class of assessments. Neither one side nor the other could prepare their valuations. This might be a balance of evil, but he was afraid the railways would be the principal sufferers.

Referring again to the question of appeal, or of reference, he saw by the 31st section, that "Where the time limited by this Act is for any reason not duly observed, the Local Government Board may, on application, prescribe some other time; and every proceeding shall be as valid as if the time so prescribed were limited by this Act. Where any officer (that is to say, any overseer, Clerk of the Assessment Com-

mittee, Surveyor of Taxes, or other officer) is required by this Act to serve a notice on any ratepayer, and fails to serve the same, or fails to serve the same within the time required by this Act, such ratepayer shall not be thereby deprived of any remedy or advantage which he would have had if such default had not been made and (without prejudice to any other remedy) the assessment committee, special sessions, and quarter sessions shall allow such ratepayer the same facility for making or opposing an objection or appeal as he would have had if such default had not been made, and may, if need be, for this purpose, postpone or vary the times limited by this Act." If that were intended to be a means whereby work badly done (and all the work would be badly done) might be reviewed and amended, it was a very desirable thing, but some better provision could surely be devised to secure that object. The Government appeared to feel from the working of the Metropolitan Act that some remedies were wanted, and propose this procedure by way of experiment.

By clause 35 the property was to be re-valued every seventh year. The alterations would be such during the seven years that it would be far better that the valuation should be done either at a shorter period, or that the parish should take it up at the time required.

Clause 36 was a new clause, and not in the Valuation of Property (Metropolis) Act. It stipulates that "A supplemental list shall be in the same form as the valuation list, and shall show all the alterations which have taken place during the preceding *twelve months*, and shall correct" (and this was what he wanted to call attention to) "any error existing in the gross or rateable value of any hereditament in the valuation list, which the overseers are requested by written notice served on them before the *first day of May* by the occupier of that hereditament to correct." To what

extent this clause would correct defects in the working of the present Act he did not know, but there were many defects in it, and it was very desirable that the clause should clearly show what it was to provide for.

In clause 37, line 63, after the word *reduced*, the words “or *increased*” should, he thought, be put in. Why correction should be made for reduction and none where an increase in value arose, he did not see. He suggested in the case of the old Bill that those words should be put in; this was done, and he thought it very desirable that they should also be inserted here.

As regarded the declaration by the surveyor of taxes, provided for in clause 38, he might observe that he did not think surveyors of taxes professed to know much about value. His complaint, however, against the surveyor of taxes was this (and he spoke from experience), that they frequently gave information to the parishes with reference to certain properties, on which the parish acted and increased the assessment; but if the increase were appealed against, the surveyor, when called upon to attend and assist the parish, not uncommonly refused to come, alleging as a reason that he had no funds at command, thus retiring quietly into the background; and leaving the parish to fight the matter out for itself and bear the cost. He thought that the surveyor of taxes should be required to pay his share of expenses.

Clauses 42, 43, 45, and 46 were all very good provided there was sufficient time given. He believed that the great failing of this Bill was insufficient time. Ample powers were given to committees of all sorts to employ professional men, and they would have no reason to complain provided they had sufficient time allowed them in which to do their work well, and after careful investigation, and not too hurriedly in the reprehensible fashion of the present sessions.

He quite agreed with Mr. RYDE as to the income tax being levied on rateable value. Say two men, A and B, had property the rentals of which were the same. The property of A might be good and require few repairs, while that of B might be old and in need of constant outlay to keep it tenantable, and for the income tax to fall on both alike would be most unfair. He did not know whether the provisions of clause 59 would apply to buildings like the Houses of Parliament or the new property in Downing Street. As a matter of principle, however, he contended that for buildings used for public purposes, occupying a certain area in a particular parish, the public generally should pay the rates which would be payable in respect of them if the property belonged to private persons. There was no valid reason why any occupier in a parish should enjoy a special exemption.

Mr. J. BREWER (Visitor) said, that he thought an attempt would be made on behalf of railway companies to induce the House to refer this Bill, before the second reading, to a select committee of the House of Commons, or a joint committee of the House of Commons and House of Lords. This course might lead to the introduction of some salutary amendments in a Bill which was a very jumbled piece of legislation as it stood. It was a pity that the framing of a bill of the kind should have been entrusted to gentlemen who took so little pains to ascertain the exact nature of the business they had to deal with. So important in its bearings on the interests of this country was this Bill thought to be, that the leading companies were taking action through their solicitors to endeavour to present their case to Parliament in a systematic form, and he hoped that the members of this Institution would see some way of making common cause with them, by giving evidence before a select committee, if the Bill

ould be referred. It was full of anomalies to his mind, and totally impracticable as to its *modus operandi*.

With regard to assessment committees, his opinion was that, in the case of small properties, their decisions were substantially just, but they were utterly incompetent to deal with cases such as the rating of public companies. There ought, undoubtedly, to be some superior tribunal for dealing with these cases, such as that suggested by Mr. RYDE, than which nothing could be fitter for the purpose. A court so composed might, if necessary, be ambulatory; going about to different sections of the country, which could be divided into assessment districts for the purpose.

It would be well if a part of this Bill had been carved off, as it were, and devoted exclusively to railways and canals, so as to suit the peculiarities connected with the rating of such properties, which were unlike any other properties in the country, and ought to be specially legislated for.

The introduction of the surveyor of taxes was a point of very doubtful advantage in the Bill, and he quite agreed with the views of the matter expressed by Mr. E. J. CASTLE. Just imagine how such an official could put his foot on the necks of the poor overseers in rural parishes. He trusted that the Institution would take a leading part in preventing the Bill from becoming law in its present form.

The vote of thanks having been carried unanimously, the Discussion was then adjourned to the next Meeting.

AT

THE ORDINARY GENERAL MEETING,

Held on Monday, April 3rd, 1876,

EDMUND JAMES SMITH (VICE PRESIDENT) IN THE CHAIR,

The adjourned discussion on the Valuation Bill, 1876, was resumed by

MR. JOHN CLUTTON (Past President), who said that he wished to make a few observations on the Paper which Mr. RYDE had so kindly prepared. He did not propose to go, *seriatim*, through the clauses of the Bill, or to deal with its details; the one object he had in addressing the Meeting being to offer a few words with reference to the broad question of the establishment of a tribunal to settle appeals of the character under discussion.

As Mr. RYDE had said, the Assessment Committees were, probably, not the best tribunals for this purpose, and on referring to some observations made by Mr. FISHER, on a Paper by Mr. RYDE, at a Meeting of the Institution in May, 1870, he found an apt description of the composition of these Committees. It was as follows:

“It must be remembered that an Assessment Committee was nothing more than an aggregation of parish officers, who perform for a union what overseers perform for a parish; but sometimes from want of local information, indolence, or other causes, the duties were performed in a very unsatisfactory manner, and he hoped that, before long, officers would be appointed to see that these matters were properly investigated before a competent tribunal.”

His experience of Assessment Committees in the country—he had very little experience in London—was that, unless they were composed of practical men, familiar with the details of such matters, the revision of assessments was very unsatisfactorily performed. He knew of one instance in which one of the members of the Committee (the Chairman, he believed) was a practical Surveyor, who, had he been professionally employed instead of being simply Chairman of the Committee, would no doubt have done the work very successfully. But no Surveyor, unless professionally employed, could devote sufficient time to work of this class; and, even were he able to do so, his opinion would be liable to be swamped by those of his fellow-members, who were, as a class, all more or less interested in the subject of investigation, and almost unable to divest their minds of bias in adjudicating on such matters, for instance, as appeals against other parishes. Only this morning he had heard of a case in which a small parish in one union with which he was acquainted was assessed at only half its value; but, no one being willing to attack the owner, it was let off with the payment of half the rates which it ought properly to bear.

Another point to which he would refer was this:—In the London parish in which he resided, it was the custom of the Assessment Committee, in deciding appeals, to take as the basis of their judgment, the purchase price of the property. The appellant was at once asked what he gave for the property, and if he declined to say, was informed that his rate would be doubled. For instance, a friend of his, who said he had given £10,000 for his property, was threatened to have to pay on a rateable value representing 6 per cent., or £600, having previously paid upon £400 a year,—itself a very full rate. Every one in the room knew that what a man gave for his property was no fair test of its rateable value. If

the bodies to whom appeals were made were competent to deal with such matters, the present confusion and anomalies would not prevail. Some years ago, when he had the honour, as President, to occupy the Chair on an occasion similar to the present, he made some observations which he would now venture to recall :

“ With reference to Assessment Committees, many years ago, being in Ireland on a Drainage Commission, he spent a considerable time with the head of the Valuation Department, and he became so impressed with the importance of having a central control over that class of assessment, that he was satisfied that, without a controlling body of the kind, the assessment in this country would never be equal. He had, on one occasion, the task of looking through the whole assessments of the county of Norfolk, for militia rate purposes, and he found that the assessment varied between half the annual value and an excess of the annual value. He found, however, that the farms were almost universally under-rated, while the houses in the towns were over-rated. He was convinced, as he had already said, that until they got a central body, and the assessments were made by competent Surveyors, it would be in vain to look for equitable assessments in this country. These Assessment Committees were almost entirely controlled by rent. In one case, he found a farm was let to a tenant, subject to the tenant paying all charges, including repairs and materials for the same ; in another, the landlord found all materials and labour ; and these instances were treated in the rating as being equal. The heavy burdens upon lands had made it the more important that property should be equitably rated.”

Six years had elapsed since he uttered those words, which still represented his opinion that some such Board as had been suggested by Mr. RYDE should be established. It was scarcely competent for him to say what the exact

constitution of the Board should be, but he might suggest that, in counties, a County Court Judge assisted by two Surveyors would be a very competent tribunal, but it should be controlled by a central Board in London. The quarter sessions might have been a very good tribunal in the olden time for the hearing of appeals of this character, but it is incompetent to decide upon the complicated questions now brought before tribunals of the kind—questions requiring more special knowledge than a country gentleman, however intelligent, could bring to bear upon them. A court composed of a Barrister as Chairman, assisted, as had been suggested, by one or two competent Surveyors, would probably be the very best tribunal to which all questions of this character could be referred.

He saw by clause 58 that the quarter sessions might appoint a valuer.

Clause 87 recited that, "in calculating the gross value, the annual rent which a tenant might reasonably be expected to pay, shall not be estimated at less than the actual rent, if paid by an annual tenant over a series of years." That appeared to him to be an excessively hard clause. It was much better to proceed upon the broad principle laid down in the Act of William IV. There was no necessity for the introduction of any other principle than that described in the following words, from a paper read by Mr. RYDE in the month of May, 1870: "No rate for the relief of the poor in England and Wales shall be allowed by any justices, or be of any force which shall not be made upon an estimate of the net annual value of the several hereditaments rated thereunto, that is to say, of the rent at which the same might reasonably be expected to let from year to year, free of all tenants' rates and taxes and tithe commutation rent-charge (if any), and deducting therefrom the probable average annual cost of the repairs, insurance and other

expenses (if any) necessary to maintain them in a state to command such rent."

He considered that legislative interference with details, such as that contemplated in this Bill, would lead to confusion.

He could never quite understand why tithes should not be rated exactly as other property let by the year was rated.

He thought the importation of the Surveyor of Taxes a most objectionable feature of the Bill, and failed to see what special knowledge of such subjects a Surveyor of Taxes could be supposed to have. The only point on which he could be specially informed, was as to the returns for income tax by all the occupiers in the county,—information of a useful kind, no doubt, to an Assessment Committee,—but he was strongly of opinion that, to mix up imperial taxation with the local taxation of the country was not expedient. Moreover, although he was called a Surveyor of Taxes, he was not a surveyor in any ordinary sense of the word. It was, perhaps, outside the province of a Surveyor to call attention to the fact that, under this Act, the Queen's taxes were to be assessed on the gross value. He quite admitted they were so assessed at the present time, but it seemed to him to be hard that an owner of property should be assessed on a sum which he could not put into his pocket. He could only suppose that the object was to put the owner of real property upon the same footing as the professional man, who was also charged on the largest sum which he could possibly make, though property (if he might use the term) of this latter kind endured only so long as health and power continued unimpaired.

Another objection he would make was with reference to clause 33. Now, Mr. RYDE had mentioned an instance

where great hardship would have arisen under this clause, and he (Mr. CLUTTON) knew of another case where very large premises in the City of London, belonging to a friend of his, were originally assessed at £10,000 but were afterwards reduced to £4,000, the rates in the parish being 5s. in the £. If called on to pay on the £10,000 he would have had to pay £2,500, while, in the other case, he would have to pay £1,000 only. Now, it seemed hard (though he admitted that the case was somewhat exceptional) that a person should be liable, under this Bill, to an injustice guarded against by the old Act referred to, which declared that a person should only be called upon to pay upon the last effective rate.

Mr. F. MEADOWS WHITE (Associate) said that as he had been alluded to by name, and as he had had some little practical experience in the working, in London, of the Act of 1869, he would venture to make a few observations and suggestions. There was now an opportunity for the introduction of what he considered would be a great improvement in the process of appeal from the Sessions, for the purpose of deciding difficult points of law such as arose in the course of trials in which many he saw about him were frequently engaged.

The assessments under the proposed Act were to last for seven years, and the inevitable result would be, that all the parish overseers and others concerned in rating would be on the *qui vive*, and would make an effort to revise the assessments which had, under the present system, lasted for so long a period, and thus it was to be expected that numerous questions might arise.

At present, a ratepayer had not sufficient power, when a point of law presented itself, to compel the court before which he appeared to grant him an appeal to the superior courts of the country. The Court of Quarter Sessions, if it

pleased, might grant a case, but it was entirely in their option to grant or to withhold one. It was very desirable that a ratepayer should have the power of compelling the tribunal which tried the case to grant him an opportunity for appeal. He even saw no objection to the granting of such a power of appeal, on questions of fact, in important cases, where great sums were involved, the limitation of the right by the amount in dispute being no new feature in legislation. An appeal, as of right, on points of principle had been recognised by various statutes, and he thought it an anomaly therefore, in less important matters, that a person *bonâ fide* desirous of taking the opinion of the superior court on a point of principle or law, had not, in these matters of assessment, the right of compelling the tribunal to grant him the opportunity of appealing except on frivolous points; with this restriction, that when a case was refused, those who refused it might be called upon to satisfy the superior court that the application was a frivolous one. This was the practice in the case of appeals from Petty Sessions under the Statute 20 & 21 Vict., c. 43.

He had known one or two cases which he had himself conducted, in which points of law and principle were involved, and he would have been glad of an appeal in those cases; but the Court of Quarter Sessions had exercised their powers in what he considered an unreasonable manner in refusing to grant a case.

There was one point to which Mr. RYDE had not called attention in his admirable summary of the Bill. This Bill had a wider scope in one respect than the Act of 1869, for, by section 261, it included the whole of Baines' Act. The Act of 1869 did provide that the parties might, by consent and order of a judge, state a special case on a point of law, as in Baines' Act; but under Baines' Act a further power is given to parties, after giving notice of appeal, to at

once agree on an arbitrator before going to Sessions, whose award would be binding as if it had been a judgment of Quarter Sessions.

Again, under Baines' Act, sec. 13, the Quarter Sessions themselves had the power, not only of appointing a valuer, as in the Act of 1869, but also, with the consent of parties, of appointing an arbitrator, with all usual powers of arbitrators. This was an improvement on the Act of 1869 so far as it went. How the two provisions came to be omitted from that Act he had always been at a loss to understand, but he was glad to see them included in this Bill. He hoped, however, that this discussion would influence the appointment of a Select Committee, by means of which those familiar with the practical details of this subject, could bring their views under the attention of the legislature. He could not call to mind an instance in which any measure of similar importance had become law, without being submitted to that ordeal.

Some other points in the Bill struck him as being worthy of attention. For instance, the 47th section of the Act of 1869 was represented by the 37th section of this Bill. There was, however, a curious variation between the two sections. The words of the Bill were, "If, in the course of any financial year, it is represented by any overseer, surveyor of taxes, ratepayer, or otherwise, to an Assessment Committee that the value of any hereditament is increased by the addition thereto or erection thereon of any building, or by its being occupied in a different manner, or for a different purpose, or is from any cause, reduced in value." It was remarkable that there was no limit to the causes of reduction, though the causes of increase were limited. In the Act of 1869, both the diminution and increase rested, if not altogether, on the same or a very similar basis. A comparison between the two sections would show the variation, but the words in the Bill, "from any cause reduced in value," needed explanation,

and were difficult to construe. In such an important matter as the alteration of the valuation list, it was very necessary to be able clearly to ascertain what were the circumstances under which an alteration should take place. For instance, with regard to railway companies, or gasworks, or water companies, the mode of assessment adopted depended on the gross receipts, and the gross receipts were variable, differing every year. If the receipts fell off, the result might be a reduction of the rateable value. Would this justify an alteration in the list?

His attention had been called by a gentleman present to a difficulty which arose in connection with section 36, which provides that a supplemental list shall "correct any error existing in the gross or rateable value of any hereditament in the valuation list, which the overseers are requested, by written notice served on them before the *first day of May*, by the occupier of that hereditament, to correct." Those words, taken in their ordinary sense, appeared to give an opportunity to every person who found himself aggrieved in any year, to say: "Here is an error, correct it;" and the overseers were directed to do so: What sort of error was meant by this? At any rate, some further explanation was needed.

He might observe, as affecting the practical working of these Acts, that they conferred no power in the case of appeals, such as was available in common law actions, of administering interrogatories, or of ordering the inspection of documents, and other forms of procedure, which tended to the elucidation of truth. There might be an opportunity given for considering this subject with reference to this Bill.

The limited time at the disposal of parties under this Bill for the preparation of their cases would press very hardly, no doubt, on owners of certain classes of property, such as Railway Companies. Those who prepared the Bill

had apparently considered that, if they gave such owners of property the ordinary time given to an ordinary individual it was sufficient. He thought that special powers should be provided in the Bill, giving large companies, whose property extended over several unions and parishes, the option of having their property assessed, not piecemeal, but as a whole, leaving it open to any one to come forward and object to the apportionment in the various parishes. As the Bill stood, a great opportunity for putting such properties as gasworks, waterworks, railways, &c., on a satisfactory footing, was in danger of being lost. All who were familiar with the working of existing Acts knew what the difficulties, in the case of railway companies for instance, would be. Railway companies might be satisfied, on the whole, with the result of the existing law, and this would perhaps explain their apparent apathy with respect to this Bill. It did, however, appear to him that this Bill ought to provide railway and other such companies with the opportunity of going to a special court at their own time and at their own convenience, and of getting their property assessed fairly and reasonably, as a whole, leaving the apportionment as a question for after consideration, to be finally dealt with by those interested in the matter.

Mr. P. D. TUCKER (Member) said that his intention was to ask a question rather than to make a speech on the Bill. Mr. RYDE at the last Meeting, and Mr. CLUTTON to-night, had spoken of this Bill as making a valuation list good for seven years, and confining all appeals to that septennial period. Was that so? It would seem from section 21 that it was; for it said, "Notice of any objection by any person other than as above-mentioned shall be given before the expiration of twenty-five days after notice is given of the deposit of the list," and that would only occur once in seven years. But

under section 36, a supplemental list shall "correct any error existing in the gross or rateable value of any hereditament in the valuation list, which the overseers are requested by written notices served on them before the first day of May, by the occupier of that hereditament to correct." These words seemed to be rather ambiguous, because the question, whether there was an error in the gross or rateable value would be the very question at issue between the overseers and the occupier. Were the overseers compelled to insert in the supplemental list every assessment as to which the occupier alleged an error, or had they only power to insert those in which they admitted an error? In the one case there would be an annual opportunity of appeal, in the other there would be none. It seemed to him that considerable hardship had already resulted, in London, from confining the right of appeal to once in five years only, and, if the same principle were applied to the whole country, with a further extension of the period by two years, it would be an additional hardship. Assessment Committees and overseers well knew the times for making their lists; but occupiers were in a very different position. They might not know the exact time at which the list was deposited, and they might have no sufficient practical notice of change of assessment until called upon to pay the first rate, and the payment of the first rate would occur at a period nearly seven years before the time when they next had the opportunity of appealing. In the case of large railway companies, or any companies of that kind, the probability was that the officers who had to attend to such matters, would have more work at one time on their hands than they could do, and the result would be a practical denial of justice for seven years.

Mr. W. EVE (Member) observed, with regard to the

point alluded to by Mr. TUCKETT, that it was stated in the Bill that, upon making any increase in the assessment there should be notice of it given to the ratepayer. A good deal had been said about the Surveyor of Taxes. He (Mr. EVE) happened to be a churchwarden of a metropolitan parish, and, as such, he last year had to assist in the preparation of a valuation list, and he must confess that he had no fault to find with the Surveyor of Taxes. In rural parishes, even more than in metropolitan parishes, the Surveyor of Taxes would be a very useful person to assist. In small parishes it was an invidious task for an Overseer to increase the rates of his neighbour, and a Surveyor of Taxes was in a much better position for the performance of such a duty than, say, a local tradesman, who was naturally afraid of losing a little trade, or a farmer, who might be afraid of offending his landlord in consequence of any increase in rates which he might deem it his duty to advise or support. He could not, therefore, join in the wholesale condemnation passed upon the Surveyors of Taxes.

Next, with regard to the Assessment Committee, it was a very cheap tribunal to go before, it cost hardly anything, and, as a rule, in almost all small cases, the results arrived at gave considerable satisfaction, but there were elements in this Bill which strengthened this body. A power was given by it, in certain cases, to appoint a Surveyor to assist them, and it would then become a tribunal more like that which Mr. RYDE suggested.

The next question was as to the tribunal to which appeals should be carried from the Assessment Committee. The next tribunal, he thought, should be the County Court. He believed that the County Court, assisted by assessors, if necessary, was a much better tribunal to revise assessments than Quarter Sessions, which might consist of *ex-officio*

guardians, who had, perhaps, had the very matter in dispute under their previous consideration.

He agreed with Mr. MEADOWS WHITE that there should be a power of appeal both as to questions of law and of fact.

As Mr. RYDE had said, it was quite impossible that this Act could be carried out with any degree of justice or accuracy over the whole of England in one year, and he would suggest that the proper course would be to sub-divide England into seven sections, and let each section be allotted to a year. He believed that if the whole of England were at liberty to make its valuation lists at various periods in the seven years, as proposed, most would be made in the last year, and the consequence would be that all the inconvenience anticipated from the working of this Bill would occur just the same after the alteration proposed as if it were allowed to remain unaltered.

There seemed to him to be some little difficulty with reference to clause 22. The point, perhaps, might not often arise; but at the same time, in case it did occur, it would be well that the difficulty should be removed. It appeared that a person who wished to appeal to the Special Sessions, and having so appealed, might, by the respondent appealing to the Quarter Sessions even the day before the matter was to come before the Special Sessions, preclude the latter from hearing the appeal, or awarding costs already incurred.

Section 29, sub-clause 7, stipulates that the day appointed for hearing the "objections to the alterations shall not be less than fourteen nor more than twenty-eight days after such re-deposit." He did not think the fourteen days were sufficient, for the overseers had to give notice on the church doors, and there would not be time for the rate-

payers at any distance to appeal. The fourteen days should, he thought, be altered to twenty-one days.

Clause 37, to which so much allusion had been made, was, no doubt, very unjust. The words should be "reduced or increased in value."

Next, as to the second paragraph of the 45th clause. If he read it correctly, it amounted to the denial of a privilege which had been found at times to be very useful. He referred to the following: "Provided that nothing in this section shall authorize the Committee to require the production of copies of, or extracts from, any book or document relating to profits of trade or concerns in the nature of trade, or to require any return or evidence in relation thereto." He apprehended that, under this clause, gas, water, and railway companies need not produce their books, and there was no means of properly assessing gas or water companies without the possession of information of the kind.

Clause 46 provides that a ratepayer is to make a return of the rent payable by him, but it omitted a very important ingredient, namely, the premium, if any, paid for a lease, and without which the rent was really misleading.

The last two lines of clause 48, paragraph 4, seemed to him to be rather contradictory. "Such returns shall not be inspected by any ratepayer except by leave of the Assessment Committee on cause shown." It seemed to him, if he understood it rightly, that it precluded the inspection of these documents by the overseers and their clerk as they were ratepayers. Of course, that could not be the intention of the Act.

Clause 52, sub-section 1, appeared to provide that, where the Assessment Committee together with the guardians, ordered a new valuation, the incidence of the cost of that valuation was to be dependent on the result, and that if the valuation exceeded by one-sixth the previous valuation, the

cost should be imposed on the parish, and not come out of the common fund. That provision seemed to be a good one, but a technical difficulty might arise in connection with it. The one-sixth of excess should only be in respect of the properties rateable at the time of making the valuation list. In growing neighbourhoods this was a very important point, because the time elapsing between the making of the valuation list and the order and execution of the new valuation might be sufficient to allow of such an increase in buildings, &c., as to render the parish liable to pay the cost of the new valuation, when in fact their valuation was correct.

The question of rating railways, as a whole, had been alluded to by Mr. WHITE. He understood section 60 to apply specially to a case of the kind. The words were: "where appeals which appear to involve some common principle are brought against the valuation lists of several parishes in one union, or in different unions, the overseers of such parishes, with the consent of their respective vestries and the Assessment Committees of such unions, whether they are respondents or appellants in such appeals, may agree jointly to bear the costs incurred in or about such appeals, or which may be awarded against them." Under that section, there appeared to be power to rate the whole railway, although extending over several unions or parishes. The 87th section he thought a very unfair one. The 86th section referred to the Schedule of Deductions. It enacted that the deductions should not be greater than were set out in the third schedule. In the metropolitan district, as all were aware, the maximum rates had been adopted. When the original Bill was before Parliament he ventured to address Mr. GOSCHEN on the subject, asking him to make the deduction for repairs a percentage on the value of the structure, and not on the total

value of land and structure, and had a letter from him in which he stated that the maximum only was given, and each case could be dealt with on its own merits. The injustice of always taking the maximum arose in this way. Take a house in the City where the ground rent formed four-fifths of the rack rental, and the interest on structural value represented the other fifth; in this case the total annual value of the structure was allowed to be deducted as the cost of repairing that structure. In the country, on the contrary, it was common to meet with houses where the ground value was one-ninth, and the structural value eight-ninths, and yet the same percentage on the gross value was taken, instead of confining the percentage (which of course would then have to be increased) to the structure only.

Section 87 which provides that the gross value shall not be estimated at less than the actual rent, he considered a very unfair one. As an instance of the way in which it might operate, assume the case of a farmer who takes a holding in very bad condition, on lease, at 25s. per acre, the present value being, say, 20s. per acre, and is bound by the covenants of his lease to spend money in improving it before it will be worth the higher rental. To assess him at once upon that rental, his land for the first years of his term being worth only 20s. an acre, was manifestly unfair, as when the property became of greater value than the rent given, his assessment could be increased.

In the last section of the clause a power was given to reduce the rateable value, if, from any circumstance, the leasehold became depreciated in value; but no power was given to reduce the gross value, which could not be altered below the rent paid, as he understood it. This was unfair, as the income tax was paid on the gross.

As regarded the vexed question of the deduction of curate's salary. He was of opinion that such salaries should

not be deducted (he ventured to say, in passing, that there was a great mistake made in the commutation of tithes, for the burden of paying the rates should have been put on the land, no difficulty would then have arisen about rating of tithes), and thought it certainly unjust when the necessity for the employment of a curate arose from the incapacity of the incumbent. Section 88 allowed him to deduct the full amount of curate's salary, and, therefore, even if it be conceded that the curate's salary should be deducted, he thought it should not be so when the necessity for a curate arose from the incapacity of the incumbent.

Then he did not see in the 3rd schedule any provision for deducting the expenses of repairs to the chancel, which had always been an item of deduction.

The CHAIRMAN observed that, in clause 88, the repairs of the chancel and all other outgoings were provided for, by the words "shall be deducted from the average annual amount of such rent charge . . . the cost of the repairs of a chancel."

Mr. EVE submitted that clause 88 and schedule 3, class 8, were contradictory, the latter stipulating that the maximum deduction for tithe should be one-twentieth over and above the salary of any curate or curates.

The CHAIRMAN said that he thought Mr. EVE misunderstood the section.

Mr. R. VIGERS (Member) said that the Bill under discussion contained numerous small errors as to dates and some other points which might easily be rectified, but he believed it to be the foundation of a very good Act of

Parliament, and one likely to be of great benefit to the country at large.

The great defect of the Bill was insufficiency of time for dealing with important matters, such as the rating of large companies. Surveyors would probably be able, without much difficulty, to get through the valuations of an ordinary kind within the times prescribed in the Bill. The cases of railway, water, canal, and gas companies were, however, of a very different order, and it would probably be impossible, for some of the larger of these bodies, to settle the assessments with a fair and proper regard to the special circumstances of the case.

In his opinion the surveyor of taxes was not a proper person to deal with these questions. He had never met with a surveyor of taxes who knew anything about the valuation of property. He had frequently come into contact with these officials before assessment committees, and had found that their services were of very little value either to one side or the other, and he thought, consequently, that the less they interfered in such matters the better it would be. It had always been an undesirable feature in legislation of this kind that powers were given to men who did not know how to use them, or would not put themselves to the trouble of using them properly. If the overseers or churchwardens would call in some one to help them in cases where points of difficulty presented themselves, one-half of the trouble and expense to the parish would be spared, and the Acts themselves would be carried out more efficiently than they often were at present. No one had power to compel the overseers and churchwardens to get the valuations properly made. A case in point came under his notice recently. In a large parish in London, a gentleman appealed or wrote to an Assessment Committee to complain of his valuation, and described the way in which the valuation of a row of houses

—one of which he occupied—was made. Two persons, it appeared, stood in the road with a book, and made certain memoranda, upon which, without further investigation, the valuation was made. The whole row of houses were built at one time, and were all of the same class, with this exception, that some of them occupied more space than others. The result, however, of the valuation was as follows:—one house occupying 28 feet of frontage, and 105 of depth, or 2,940 square feet, was rated at £700 a year. The next occupying 29 feet of frontage and 105 of depth, or 3,045 feet, was rated at £700 a year. The next, with 29 feet frontage, and 105 feet of depth, or 3,045 feet, was rated at £850. The next with 38 feet of frontage and 191 of depth, or 7,258 feet, at £750, or £100 a year less than the house only half the size. The next house, occupying 40 feet of frontage and 105 of depth, or 4,200 feet, was rated at £750. This could not happen if churchwardens and overseers were made to exercise properly the powers they possessed. Those houses were inaccurately assessed, and must remain so for five years, and the only way a tenant occupying one of the smaller houses rated at £850, had of seeking a remedy, was to appeal by giving notice of objection to the assessment of his neighbour, unless he decided to fight the question, in which case he would probably be unable to show that his house at £850 was improperly assessed, although the next house, covering double the area, was assessed at £100 a year less than his. There ought, certainly, to be some means in this Act of making churchwardens and overseers do their duty.

According to this Bill the valuations were to last for seven years; but when the rapid rise in value of some classes of property was considered, it would at once be seen how unfairly the provision would work. Take, for instance, the railways. The assessment of a railway made, say, this

year, is to last seven years; but look at the returns of the London and North Western Railway. The increase in their revenue was £150,000 last year; of the Midland something like £120,000; and of the Great Eastern some £150,000. Now, if the increases in the value of these properties went on for seven years at this rate before they were re-assessed, great injustice would be done to all other properties. Take the railways in London—the Underground Railway, for instance. In the year 1865 these railways carried only 15,763,000; in 1875 they carried 74,158,000, and taking only the increase between 1873 and 1875, it amounted to nearly four millions a year. Now, if these railways were not to be reassessed for seven years to come, the occupiers of small houses would be paying an unfair proportion of the rates. He believed, therefore, that the present five years' period was quite long enough, and should not be altered.

As to the question of the tribunals before which these matters were heard he had generally found the Assessment Committee composed, in a great measure, of gentlemen prepared to listen reasonably and fairly to any arguments proposed to them, and quite competent to deal with the assessment of house and ordinary property. He thought, however, that many of the members of those committees would themselves admit that they were not equal to the duty of dealing with the complicated and difficult questions which arose in connection with the rating of large public companies; but, notwithstanding this, he would be sorry to be without the opportunity of going to an Assessment Committee before incurring great expense with an appeal.

As regarded the Assessment Sessions, he thought that few persons who had recent experience of them would look upon them very favourably. Their decisions were most

inconsistent, and the sooner such matters were referred to a County Court Judge and two Surveyors, instead of to the Assessment Session, the better it would be for all parties—certainly for those whose interests were immediately concerned. He would venture to give one or two instances showing the contradictory character of these decisions. In a School Board case the court ruled that cost was to be the basis of the assessment, the School Board being looked upon as a hypothetical tenant. The next case was that of a pumping station belonging to the Metropolitan Board, in Pimlico. In this case, the Court expressly directed that cost was not to be taken as the measure of value. As there was no hypothetical tenant it was to be regarded as a building that might be let as an ordinary workshop or store house. The next case was that of St. Thomas's Hospital. In this case, the Court said that the Governors were there ready to take it as tenants, and cost was to govern the rateable value. It was not satisfactory for any one to appear either as surveyor, witness, or counsel, before a Court which could give decisions so contradictory as these. He agreed with Mr. CLUTTON, that County Court Judges assisted by one or two Surveyors, would constitute good courts of appeal.

Next as to the question of appeal. Some very important cases were tried at the last assessment sessions with reference to wharf property on the River Thames. In one parish there was a very great difference, or appeared to be a very great difference, of opinion, as to the clause under which wharves came. The whole of the valuation in the parish was made allowing the wharfingers a deduction from the gross of 10 per cent. One wharfinger, bolder than the rest, made an application to the Court to be allowed a higher rate of deduction, and he succeeded in getting it increased to one-sixth. Now there was no

appeal for five years, and though he was rated in the gross value, in fair proportion to the other wharfingers, he would enjoy, for that number of years, an advantage represented by the difference between one-sixth and one-tenth in the rate of deduction over the other owner of similar property who did not appeal. He thought it a pity that the schedule should not more fairly and properly define the deduction.

Class 10, schedule 3, left, as every previous Act had left, railway and other important and exceptional properties to be dealt with by the ordinary rules of law. There had always been a difficulty about the meaning of the words in the schedule, and he thought it was a pity that the point had not had more consideration in the preparation of this Bill.

Mr. T. M. GEPP (Associate) looked upon Assessment Committees as very useful bodies. No doubt it sometimes happened that the overseers were men who could not act with the independence which could be desired, and were afraid, at times, of doing what was just and right. He was intimately acquainted with many surveyors of taxes, and believed them, as a body, to be very practical men, with facts and figures at their command likely to be of great service in connection with the working of this Bill; moreover, they were men occupying an independent position, and were always ready to give information.

With regard to appeals. If the appeal were made to a County Court Judge, he might observe that there was an Act of Parliament in existence, 38 & 39 Vic., c. 50, s. 5, empowering parties interested to apply to the Judge to bring to his aid and assistance one or more assessors—a course similar to that adopted by the Trinity House.

The central principle of local taxation he had always understood to be self-rating, and that being so, he did not

see how any body could be selected fitter for the work than the existing members of Assessment Committees, who were principally guardians and ex-officio guardians.

As to appeals to County Magistrates, he could only say, speaking from an experience of them extending over some thirty years, that he had always found them do full and ample justice to the appellants. So far, at any rate, as Essex was concerned, he did not think that any more satisfactory reference could be found than to a bench of Magistrates.

Mr. W. BROWN (Member) said that most of the points to which he had intended to refer had been touched upon by Mr. CLUTTON and Mr. EVE, but there was one point with reference to which he differed from almost every gentleman who had spoken—the appointment of the Assessment Committee. He objected to the Assessment Committee *in toto*. Its members were incapable of dealing with many of the subjects brought before them, and the constitution of the Committees was altogether objectionable. The appeal from the Assessment Committee was to the Petty Sessions, which included some of the Assessment Committee; consequently one did not hear of many appeals from the former to the latter.

It was objected just now by a gentleman (Mr. VIGERS) that the overseers did not take sufficient trouble in making the assessments. He (Mr. BROWN) happened to be a churchwarden, and he and his fellow-churchwarden determined not to take any trouble in the matter, feeling that their opinions would, in all probability, be set aside by a body of gentlemen sitting round a table at some distance from the place. He did not think that an Assessment Committee possessed the requisite local knowledge for the purpose, and he objected, as he had said, to the constitution

of the committee. If a committee of the parish were appointed, consisting of the churchwardens and overseers, aided by the guardians of the parish and the Chairman of the Local Board, together with a surveyor of taxes, he would not fear the result; but the overseers alone would have very little chance with the surveyors of taxes. If a local body, so constituted, had the right of appeal to petty sessions, he did not think that many appeals would be carried beyond that body. He would like to see some better tribunal appointed for hearing appeals than the Quarter Sessions, some such tribunal probably as Mr. RYDE had suggested, be it a County Court or otherwise, assisted by a competent Surveyor.

He strongly objected to the rent being taken as the criterion of rateable value. It seemed to him to open the door to a general screwing up of rates without regard to the special circumstances of each case. People were called upon to say what their rents were, and if they happened to be low, they were screwed up to those which happened to be high.

He considered the schedules as fair and reasonable as any feature of the Bill, and particularly so, as maximum deductions. Some such Bill ~~was~~ this was most decidedly needed. One union in the county in which he resided, was not assessed as much as another union by 20 per cent., a circumstance which told most unjustly in the levying of the county rate.

He might mention that there was another Bill in Parliament, which affected Surveyors, and was akin to the Bill under discussion—he alluded to the Poor Law Amendment Act. In that Bill there were one or two most excellent provisions, one of them introducing alterations in unions and another by which it was proposed that all detached

portions of parishes should be merged in the parishes by which they were surrounded.

Mr. RYDE tendered his thanks to the meeting for the attention given to the subject of his paper. He was glad to find, from the observations with which Mr. CLUTTON had re-opened the discussion, that his views were not at variance with his own in any one particular. Mr. CLUTTON apparently agreed with him, that the appeal to the Assessment Committee was very unsatisfactory, not because the Assessment Committee themselves were indisposed to do that which was just, nor because they were altogether incompetent (of course they were not professionally competent), but because they were judges in their own cause. His friend Mr. EVE had pointed out that they had the power to call in a Surveyor to assist them, but he would remind Mr. EVE that the Surveyor was to assist them in making the valuation, the first appeal against which was to themselves.

He was sorry that so little reference had been made to the want of time for all the procedure under the Bill, and which he could not help regarding as its most prominent defect. As he had said a fortnight ago, it would be absolutely impossible to make a valuation of the whole country between the 1st of next April and the 15th of June. The new valuation would, probably, be a reproduction of the old one without the necessary corrections, and with higher figures inserted at random in the case of the assessments of public companies and other large ratepayers. The companies would be absolutely unable to appeal against the majority of these new assessments, not so much from inability to find counsel to conduct, or surveyors to prepare their appeals, as from the fact that there were certain witnesses who must attend in each case, such as their ac-

countant to prove their receipts, their engineer, their general manager, and their carriage and locomotive superintendent. In the case of large companies, such as the London and North Western, there were three or four of each of these officials, as their great system was divided into three or four districts, but either of these districts so divided was a great concern, and it was impossible in any case for these witnesses to attend at quarter sessions, in various parts of the country, unless the quarter sessions had power to respite their appeals from one sitting to another.

One point referred to by Mr. CLURTON was deserving of much more attention than it had received. He alluded to the levying of assessed taxes on the gross instead of on the rateable value. Perhaps he could not refer to anything likely to appeal more to the feelings of members than the property tax assessment. An owner might have a very old building which would stand another year or two, and while it stood would be worth a certain amount of annual rent. The owner of such a building had to pay the tax on the gross value, although it may cost him perhaps two-thirds of what he receives (and two-thirds was not too much if it happened to be very old) to keep it in tenantable repair.

The Meeting was, he was sure, indebted to Mr. MEADOWS WHITE for the assistance he had given in the discussion, and the suggestions he had made with reference to the ultimate Court of Appeal were very well worthy of attention. With reference to the allusions which had been made to the power of appeal against the supplemental list, he thought the Bill intended that there should be the same power to appeal against the supplemental list as against the original valuation list. In the London Act, the intention was expressed more clearly, but he thought the same was designed in this case. What he did not understand was the 53rd clause

of this Act. He presumed that the valuations were intended to last seven years.

Reference had been made to the valuing of railways, as a whole, by a combination of unions or a combination of parishes, but he thought there had been a little misapprehension on the point. The Bill provided that, on any appeal, parishes in the same union, and parishes in other unions might combine together for the sake of dividing the cost of the appeal, but the section did not give them power to combine together for the purpose of having a new valuation of a railway.

There had been some little mistake, he thought, with reference to the tithe question. If Mr. EVE would look again at the section, he would see that certain expenses, including the expenses of repairing the chancel, were to be deducted from the receipts of the tithe rent charge before arriving at the gross value, and then the further deductions specified in the schedule were to be made to get at the rateable value. It seemed to be a little anomalous, at first, to deduct the repairs of the chancel before getting at the gross value, but it should be remembered that the thing to be valued was the tithe rent charge, not the chancel.

Mr. TUCKERT asked whether a ratepayer, say a railway company, could get any property revalued and put into the supplemental list by saying "there is an error in the assessment?"

Mr. RYDE replied that under the London Act it was quite plain that there must be some addition to, or some alteration of physical condition before the valuation of any property could be disturbed by means of a supplemental list. In the new Bill, the words "in the value of the

hereditament" were added. These words might let in a new valuation on the ground of an alteration of value, and will cause some trouble. One might say, of course, that the traffic of a street had increased, and that the houses had consequently increased in value. He understood clause 36, which referred to the supplemental list, to mean that any obvious error in an assessment, such as a house rated at £50 which ought to be rated at £20, might be corrected in it.

The CHAIRMAN desired to point out the difference between a discussion on an Act of Parliament, and on a Bill before Parliament. An Act of Parliament was examined in order to find out its exact meaning and to conform to the law, while a Bill was investigated in order to raise every possible objection with a view to its amendment in its progress through Parliament. The Bill was introduced on the 11th of February, and could not possibly be read a second time before the end of April, so that it scarcely could pass this Session. This being the case, and the subject having been so thoroughly threshed out, he would not at that late hour detain the meeting by any observations upon its provisions.

The Meeting then adjourned.

THE WORKING OF THE SANITARY ACTS IN RURAL DISTRICTS.

By WILLIAM HENRY MICHAEL (ASSOCIATE).

*Read at the Ordinary General Meeting of the INSTITUTION OF SURVEYORS,
April 24th, 1876.*

EDMUND JAMES SMITH (VICE-PRESIDENT) IN THE CHAIR.

THE hero in one of VICTOR HUGO's stories was considered a sorcerer because he remedied the foulness of a well by merely diverting from its proximity a stable drain which occasionally mixed its contents with the water. This was in Guernsey, and fifty years ago. After a lapse of half-a-century would it be quite impossible to find in our rural districts any similar evidence of superstition and ignorance. Where can a general belief be said to prevail that by sanitary measures diseases are largely preventible—that a large proportion of our records of mortality is unnecessary—that the duration of life can be considerably prolonged, and that pure air and pure water are as necessary items of daily consumption as good food or good ale; and where shall we find a cluster of habitations in a happy valley in which with or without sanitary law, these essentials are secured? In old times the Court Leet, in a rough way, by a committee of not less than twelve inhabitants of the district, had presented to it nuisances for removal, took cognizance of ways, waters, ditches, and paths, and remedied any stoppage, straitening or turning to a wrong course of

any of these, unto the noysance of the King's people, and punished butchers, fishers, or other victuallers that sold victuals corrupt, and not wholesome for man's body. These salutary provisions of the Common Law are now too commonly ignored. Have we succeeded in accomplishing much more with our elaborate sanitary regulations and tax-collecting organizations in rural districts? It will not be necessary, in finding an answer to this question, for us to thread the mazes, or risk being lost in the labyrinth of sanitary legislation from 1855 to the present time, to see the Board of Guardians replaced by the Nuisances Removal Committee, or to exhibit in detail the dissolving views of Highway Boards, charged with sanitary functions, giving way to Vestries, Sewer Authorities, Parochial Committees, special drainage districts, and the like.

Through all the changing legislation of the Nuisances Removal and Diseases Prevention Acts, the Sewage Utilization and Sanitary Acts, which, from the year 1865, were yearly added to the Statute Book, we are brought down to 1872, when, upon the recommendation of the Royal Sanitary Commission, the Board of Guardians of a Poor Law Union were constituted the rural authority in what was called a Rural Sanitary District, and apparently for no other reason than that they were a body already existing, and had also some sanitary functions to discharge, such as appointing a Registrar of Births and Deaths, and were charged with the superintendence of vaccination within their districts.

That they had been abundantly tried under the old régime and found wanting, seemed to be no drawback in face of the, apparently, much greater difficulty of appointing a new Board, whose duties should be clearly defined, and the law simplified, to enable these duties to be adequately performed. It would be dangerous and rash to mention any particular number as the sum total of

the Acts of Parliament these gentlemen were suddenly called upon to master, and, without any preparation, were expected to execute; and, as the most eminent judges on the Bench have expressed themselves, on more than one occasion, perfectly incompetent to harmonize their incongruous and often conflicting enactments, it is no matter of surprise that those who were less expert at reconciling contradictions, felt themselves powerless in the use of the new weapons they were thus called upon to use against preventible diseases. This was under the Public Health Act in 1872. We are, at least, more fortunate in having to consider the law as contained in the Public Health Act, 1875, which professes, as an object of the greatest importance, to consolidate all sanitary law into one statute, although, it is curious to note, as one of the strange anomalies of our present style of legislation, that in the very same session of consolidation there were passed four new Sanitary Acts of the greatest importance—the Artizans and Labourers Dwellings Improvement Act, 1875, the Local Loans Act, 1875, the Public Works Loans Act, 1875, and the Adulteration of Food Act, 1875. The only Sanitary Acts at the present time in force in rural districts (that is, Acts directly exercisable by rural sanitary authorities) are the Public Health Act, 1875, the Bakehouse Regulation Act, 1863, and the two Loans Acts, 1875. But besides these there are several important Acts indirectly bearing on the functions of a rural sanitary authority, such as the Lands Clauses Acts, 1845 and 1863. Wherever, in England, there is no municipal Corporation, no improvement Act, or local Board district, then the district of a Poor Law union, or such portion of it as is not included within one of the districts mentioned, which are all called urban, is constituted a rural sanitary district, under the control of a rural sanitary authority. Experience

does not seem to approve this division ; there are many parts of rural districts which are, strictly, urban ; and no small proportion of urban districts which are, equally, rural.

Neither has any good reason ever been adduced for such a division of the country. Sanitary regulations are quite as necessary in most of the circumstances of daily life, in the sparsely as in the densely populated districts, and the differences drawn by legislation, which mainly consist in refusing to rural districts the control of the roads and the power to regulate buildings, are as much opposed to reason as they are injurious in practice. Neither has it ever been shown to be necessary that so strict a line of demarcation should be drawn between the powers of urban and rural sanitary authorities as to make the first surveyors of highways, and to leave the latter without the slightest control over the roads and streets in their district. When Highway Boards acted as the local authority for putting in force the Nuisances Removal Acts, it continually happened that their road drains were used as a means for conveying away sewage from clusters of houses, or sewers were constructed and paid for by means of loans repayable by instalments from individuals who combined together to have their several contiguous properties drained, using the sewers of the Highway Board in some cases as an outfall, or using the Highway Board as the authority to give permission to use the roads and to collect the instalments of money expended until principal and interest were entirely paid. New sewers were thus often made by and became vested in the Highway Board of the district in the roads of which they were placed. By the existing law these sewers are not vested in the rural sanitary authority, and a fertile source of trouble and difficulty is thus created. The rural sanitary authority of the district in which they are placed have no control over them, and adjoining districts are plunged into litigation on account of nuisances at their

boundaries, which would be avoided if their powers were more coincident with their obligations. But it is even a greater anomaly that rural sanitary authorities should have no control over buildings. What possible difference can there be between a house erected in town or one erected in the country? Are sanitary regulations only necessary as applied to buildings where they are closely aggregated together? If it be necessary to make bye-laws with respect to the structure of walls, foundations, roofs, and chimneys of new buildings, for securing stability and the prevention of fires and *for purposes of health*, and if purposes of health are to be conserved by these bye-laws, why are they not necessary in the country as well as in the town? Damp subsoil of houses will produce the tuberculous classes of disease in the inmates, equally in town and country, and where buildings do not stand absolutely isolated, the spread of fires is as much to be guarded against in the one as in the other.

Neither have I yet been able to discover, while so many large villages and even towns are included in rural districts, why no power whatever should be granted in these districts to provide means of public lighting except by adopting the provisions of the Lighting and Watching Act of William the Fourth, which the Act of 1875, in express terms, condemns, by providing for its being superseded, if the Local Government think fit, in any district or in any other rural district which becomes constituted or included in an urban district.

Why should there be no power to make bye-laws in rural districts as to the ventilation of buildings or as to their drainage, with respect to water closets, earth closets, privies, ashpits, and cesspools in connection with buildings, or to the closing of buildings or parts of buildings unfit for human habitation, and to prohibition of their use for such habitation?

Will not vitiated air produce typhus, poisoned water from contamination with sewage matter produce the fatal array of enteric affections, cholera, diarrhœa, typhoid fever, and the like which appear in rural returns of mortality, and will not defective drainage inevitably lead to diphtheria, or some disease of that type. Even in the most isolated rural habitation, and on the top of the highest hill of the healthiest district these things will follow as cause and effect; and, moreover, who can say when these pests of our civilization are once engendered, where will be the end of their propagation by direct or indirect means? It is this question of the propagation or transmission of disease which offers the problem most difficult to be solved, and which with the present existing boundaries and areas of districts renders such transmission positively impossible of prevention.

The whole question of what should be the boundaries and areas of districts is one of much difficulty and of the greatest moment. It not infrequently happens that an urban is in the very centre of a rural district, and often these are mutually dependent for drainage purposes. It is often a scandalous waste of money to attempt to drain an isolated district or part of a district at a cost which might be halved for the districts, if an extended area were included in one scheme. Existing boundaries are altogether independent of sanitary considerations—they frequently cut a row of houses in half, and an urban district terminates in the middle of a street, the rural district outside being as thickly built over as any part of its divorced elder brother; they have frequently portions which it is impossible to drain without trenching on other districts or using their ditches, which they are not uncommonly restrained from using by injunctions issuing out of the Court of Chancery: and for these causes drainage becomes often impossible and cesspools the only and often fatal resource.

Several boundaries of adjoining districts sometimes converge and meet in the centre of the most populated part of the district, and every one who has experience in the carrying out of sanitary provisions must have been often seriously inconvenienced in not knowing how to meet these difficulties. If we are to have a simplification of the law (of which something will be said hereafter), the very first requisite to successful action is a thorough reconsideration of boundaries, originally laid down for fiscal or ecclesiastical or political purposes, and a careful determination of what their position should be with reference not only to drainage and water supply, but also with a much larger scope, taking in the question of local taxation. With this is closely connected the question of areas. Here we are met by two difficulties of an opposite character. If areas are extensive they constantly lead to complaints on the part of sections of the community of rural districts that practically they are not represented on the governing body, that the meetings of the authority are far away at the other end of the district, and that no interest whatever is taken in their concerns by gentlemen who live at a distance, and know nothing of and care less for their requirements. On the other hand, if areas be small, it is impossible to provide and properly remunerate officers duly qualified for the important duties they should discharge.

It was an admirable part of the Legislation of 1848, that where works became necessary for the protection of the public health and were not executed by the person upon whom the onus was thrown of constructing them, that then the local authority might do what was necessary, and charge the expense upon the defaulter. Penalties are of no service; it is the removal in the one case or new structures in the other which can alone guard the public from injury; and this principle might, with ad-

vantage, be extended. By the "Public Health Act, 1875," a new provision of great value to rural districts comes into force. Previously to last year, when a nuisance showed itself in one district but arose in another, a sanitary authority could take no proceedings for its removal. The powers of the authority were, for this purpose, strictly confined within its own boundary. It is now otherwise, and an authority is authorized to institute proceedings wherever the cause of a nuisance may be found. But, even now, months may elapse and the most serious consequences ensue while legal questions are debated as to who is ultimately liable to repay the costs of works rendered necessary for the removal of a nuisance in an adjoining district. I will mention a case in point. In September last, an order was obtained by one rural authority against an adjoining rural authority, in a court of summary jurisdiction, for the removal of a nuisance and the execution of such structural works as might be necessary to prevent its recurrence. This order was appealed against, on technical grounds, at the Michaelmas Quarter Sessions, and a special case granted by the Court for argument before the Queen's Bench Division of the High Court of Justice on a point of law. There is not a shadow of dispute as to the existence of the nuisance, that it is injurious to health, that it ought to be, and in fact must be, removed, and that works of a permanent character must be constructed to prevent its recurrence; the only question being as to the ultimate payment. Is it to be parish A or parish B? It will be seen that this has now been more than six months *sub judice*, and, for anything I know to the contrary, may be six months more before it is decided, and, when decided, the decision of the Court of Law will leave the merits entirely untouched. The decision as to the facts is final. Would it not be well in such cases to protect the public against their own protectors—to have the works considered necessary by the magistrates

done, and done at once, and allow the parties to the quarrel to fight it out to their heart's content—so that innocent and suffering inhabitants of boundary lines between parishes be not killed by fever, cholera, or diphtheria, while their champions are enjoying the amenities of judicial conflict.

Whatever may be the character and ability of Sanitary Boards, it is upon the ability and character of their officials that successful action must depend. No unpaid body of gentlemen can possibly give that unremitting attention to details which is demanded if rural districts are really to be benefited by sanitary works. The true function of authorities is to determine matters brought before them, either by their officers or the public, and to execute in the best way they can, without being themselves Inspectors of Nuisances, the duties cast upon them by the Legislature. It has been said that the Medical Officer of Health is the pivot upon, and around which, sanitary action moves. This may be, in a certain sense, true, but it is not all the truth. The community is infinitely indebted to the self-denying exertions of the medical profession; and the present condition of the public health question, and the large attention given to it by the public and the Legislature is mainly traceable to their constant efforts to promote among the community a knowledge of the insidious dangers which beset them within and without their dwellings, and to inculcate the means for their avoidance; and, in the painstaking study they have devoted to the origin and spread of so-called zymotic diseases, they have well earned the gratitude of a public they have so unremittingly but often so unthankfully served. There is much yet remaining to be done in both these directions. The science of the origin and propagation of preventible diseases is still in its infancy, and requires much patient work and careful and long continued inquiry and research before

we are in a position to trace to their birthplaces and to stamp out epidemic diseases, and we cannot dispense with the services of the medical profession, to whom, mainly, we look in the future to be taught rightly and well on these vital questions. But there is a deep-rooted antipathy in the public mind, which found its expression in the last Parliament, against being "doctor ridden," and, moreover, the most elaborate and scientific report on the causes of disease and the means for their prevention becomes useless without effective and trained aid to carry out works for effectuating its recommendations, and amateur engineering on the part of doctors is as much to be deprecated as lay physic or hedge law. If, therefore, there be any possibility of reducing sanitary work to mathematical language, the action of Sanitary Boards might more appropriately be compared to that of an ellipse than to that of a circle, and the foci of revolution must be two, and not one, in which the work of the Surveyor becomes as essential as that of the Medical Officer of Health, and is the due corollary to it.

One of the main grounds for extension of areas is the necessity for securing such a rateable property as will allow the appointment and payment of thoroughly educated and competent men to discharge the duties of sanitary officials. These should be engaged and paid to devote their whole time to the service of the sanitary authority employing them, and that not necessarily in the execution of great works but, by intelligence and efficiency, exercising such a supervision of the district as will satisfy even those most impatient of taxation or incredulous as to the good results of sanitary action that the rates with difficulty paid are not lavished uselessly and without result. Any one acquainted with the action of Sanitary Boards in rural districts must have often been brought into contact with scenes only suitable for the pages of our comic journals,

in the appointment of so called surveyors, to do the work of the sanitary authority at a nominal salary, and where a couple of hours a week was considered sufficient to meet all requirements, and these requirements supplied by persons, who, like the schoolmasters of times not long gone by, appeared to be selected for the office because they had failed in everything else they had chosen to undertake.

In rural, as in urban districts, money considerations are all powerful, and while it is possible to make the whole parish pay for improvements which benefit but a limited portion—it may be, perhaps, but a twentieth part of its area—disaffection is the natural consequence, and this becomes inevitable when land, as such, without buildings and which cannot be benefited, except indirectly, has largely to contribute to burdens imposed by rates for water supply or sewage. The whole secret of future successful taxation in rural districts will lay in devising a mode by which the large proportion of such taxation shall be in direct ratio to direct benefit; for it will require much education to make the indirect action of sanitary improvement as affecting other rates, such as poor rates, to be believed or acquiesced in. That there is urgent need of something being done to remedy the state of water famine prevailing in many rural, especially manufacturing and mining, districts during the summer and part of the autumn months, is but too apparent. We want much additional information as to the water bearing strata in the kingdom, and the relative merits and advantages of storage over well supply. But it is certain that a competent surveyor, without adopting costly expedients or starting grand schemes, which are the most suicidal implements in his armoury could, in any given rural district of England, provide what was required by the one means or the other, at a cost not greater than the stereotyped two pence, per week, per house.

In any scheme, so called, of water supply on a large scale, the rich must pay for the poor; any plan for doling out the supply of water by means of measurement would be disastrous, and it would appear that the only way to provide effectively for a whole district where the supply was general would be to generalize the payment of the expense incurred, and, therefore, make the supply compulsory by abolishing altogether the payment of water rents, and causing the whole of the outgoings to fall upon the general rates.

Such outgoings should be limited to payment of interest, and such annual expense as is incurred in keeping up the works in a perfect condition, with a depreciation and contingency fund sufficient to replace such portions of the pipes and other works as would, by wear and tear, be rendered unfit for service.

This would be a very different matter from the sinking fund now harshly insisted on, by which the whole expense of constructing and maintaining waterworks is to be paid in a given number of years, and thus handing over to posterity a handsome property freed from burden, to the cost of which they, the successors, had in no wise contributed, but which had been paid for by the ill spared money raised by taxation from hard working and hard pressed ratepayers. It cannot be too constantly borne in mind that it is by the poorer section of the community that we should gauge the power to bear the incidence and amount of rating and that whatever relieves this burden, without the sacrifice of principle or efficiency, is of the highest work of sanitary administration.

It is from this point of view that local representative government is so valuable, and ought so much to be prized. Whatever tends to lodge that control in a central authority which should be exercised by the community to be governed,

is an unmitigated evil. The rural sanitary authority may not in its own personality, and without competent advice and assistance, be able to see what works are necessary; may not be able to watch over or supervise their execution; may know but little of varying theories of the propagation of disease, or the best modes of dealing with sanitary difficulties; but it may, by appointing competent officers, secured against capricious dismissal from their offices, to a large extent by wise control of funds and by judicious administration, especially by undertaking no more than is absolutely essential to the health of the inhabitants, and which they are able without undue pressure to pay for, insure the confidence of the governed. These, however disaffected at first, will consider that they are self-governed, and that the acts done are their own, when the choice of the governing, and the acts of those chosen, are largely under their control. In this aspect it is to be regretted that the Act of 1875 so completely centralizes action, by lodging absolute power at every turn in the hands of the Local Government Board in London, who can only in the most imperfect and perfunctory manner direct works, alter boundaries, grant powers, enlarge or curtail functions in districts only known to them through the medium of supervision, inquiry, and inspection of persons commissioned to make a hurried and often necessarily an imperfect inquiry.

The creation, with new boundaries and extended areas, of truly constituent authorities, to represent limited sub-districts, but with an intermediate local authority of a high order to act as a board of consultation and appeal, with, when necessary, a final adjudication and summing up of results by a central authority, would help to remove most of the harshness or neglect complained of in some rural districts, and the inactivity too largely prevailing in others.

The device of parochial committees under the Public

Health Act of 1875, is, and must be inoperative, while their only function consists in recommendations, to be carried into effect or not, according to the will of the rural authority. It is but the semblance of representation, without its power and authority. The local authority, however divided for work, should, it appears to me, be all centralized as to rating. It is essential to good working that the money test should be equitably applied, the amount of taxation being proportional to benefit from works. That there should be no glaring inequalities between the system of rating in town and country, between the rural portions of urban sanitary districts in which the land would contribute but one-fourth, and the urban and rural parts of rural districts where land would be assessed at its full value. If exceptions are to be continued, they should be reconstituted on some well understood and uniform principle. Sanitary authorities all over the kingdom should be uniform, they should be clothed with the same powers, and act under the same sanctions, combining within themselves all functions of local government, and able to rate for all purposes, so that an estimate might be made at the commencement of every year of all local taxation to be levied within the district for the next twelve months, for all purposes, and the instalments should be so called up as to inflict the smallest amount of hardship on the taxpayer, by being spread over the year and collected in quarterly portions.

In the present state of knowledge in rural districts, the obligation to pay the cost of sanitary works is considered a hardship, but the cost of neglect of sanitary provision is seldom duly appreciated. Every case of preventible disease ending fatally to the bread-winner of a family, represents from ten to twenty cases of illness of varying intensity and duration, and calculation shows such death to entail a heavier burden on the community in the shape of poor rates, than

the worth of the fee-simple of the cottage in which it has occurred, and in which it might probably have been prevented by due attention to the procurement of pure air and pure water. Much of the apparent apathy to the carrying out of sanitary measures is attributable to a deep-seated idea prevailing in the minds of local authorities that some Government measure is to resolve the sewage difficulty, and to find some means at once efficient and inexpensive by which all troubles as to drainage are in the future to be removed.

At the present time these are many sided, and the whole question of disposal of sewage is apparently wrapped up in the direst uncertainty. On every hand are to be met emphatic announcements of success of this or that chemical process, and as emphatic denials of its value. Sewage irrigation farms are, by some, treated as not only the panacea for all evils, but sources of great profits, and the means by which vegetable food in unmeasured luxuriance is to be provided for the working classes, while we are at the same time frightened by prognostications of the direst evils as their inevitable consequences in the way of parasitic, entozoic, and other poisoning, with the comforting assurance that our rural districts are to be converted by them into miasmatic swamps. There is no chemical process which has not been lauded to the skies, while the assurance is constantly held out of success which only some one or other of a series of tantalizing accidents has prevented from being rendered into achievement; and, in the midst of this incertitude and war of the philosophers and the manure companies, our rivers continue to be polluted, and little is done, especially in rural districts, to abate nuisances about houses, in ditches and ponds, along roads and in water courses, which make by comparison the smoky atmosphere of a manufacturing city a paradise of smells. Rural authorities complain, and with some show of justice, that

they have not only to provide against their own difficulties, but that other evils are thrust upon them, as in urban districts most generally, if any attempt is to be made to purify sewage through the medium of earth filtration, it must be upon land without their own immediate district. This may happen in a rural district, as very few are so fortunate as to have within their own jurisdiction suitable land for the purpose, and in the composite condition of rural districts, it is equally deprecated that one parish should, in a rural district, avail itself of facilities for its sewage in another parish of the same district. It is, therefore, a matter of complaint in every case that, as it is said, all the filth of one district is to be gravitated or to be pumped up to another. The uncertainty and costliness of all proposed measures of purifying sewage are also serious elements of consideration which prevail with rural authorities, and which, up to the present time, have almost entirely prevented any well considered means of purification from being generally adopted.

This Institution, more than any other, is thoroughly competent to deal with this most important question. I would suggest, for consideration, whether the whole matter has not been surrounded with fictitious difficulties, from a want of due concession on the part of those who are attached to some one particular scheme, and who cannot, or will not see advantages in any other.

Is it necessary to have grandly conceived works of immense magnitude, either in urban or rural districts, to convey the whole of the sewage to one outlet? Is it not, not only practicable but advisable to have, in some cases, several smaller schemes with many outlets, where the sewage of a portion of a district can be more readily treated than the whole? In the present condition of rural districts, it is, as I have said, a state of things much deprecated where one

parish seeks to trench on another—although in the same rural district—for purposes of outfall and distribution of sewage. But cannot parishes in rural districts, with advantage, be subdivided for drainage works or for water supply, without isolating them into special drainage or special water districts? Is it impossible to devise some scheme for separating land and storm water from the sewers, reducing thus to a minimum, the sewage water proper, which has to be dealt with and purified, and where some such plans as these are carried out, making it apparent that the limited works are constructed specially for the benefit of the subdistrict, would there not be a greater chance of success, less difficulty in treating and preventing the back flow of sewer gases into dwellings, and, as a consequence, a greater readiness to pay on the part of those who see that the expense has been solely incurred for their benefit? Will it not, moreover, furnish a better and more sure text to the preachers of external and internal purity and cleanliness, with absolute data to show the benefits which have been the direct results from the works undertaken?

And moreover, may not such a combination of known means be adopted as would not only reduce to a minimum the causes of complaint, but make much less probable the likelihood of failure? I suggest for consideration the following plan:

1st. Subdivision of outlets for sewerage.

2nd. Minimum flow of sewage proper in sewers.

3rd. Chemical deposition and treatment of resulting sludge, always within the district whose sewage is to be got rid of.

4th. Filtration through earth, by obtaining land either within or without the district, for the combined processes of sewage irrigation and intermittent filtration.

There is a provision in the "Public Health Act, 1875,"

to treat separate parts of urban districts for works as isolated from other parts of the district, and to charge them with the expenses incurred, without burdening other parts of the district. No doubt it is much more difficult to do this in the case of the purification of sewage, than in the other case of water supply. But is it not worthy of consideration whether or no some such means should be adopted as would prevent the burden being cast over the whole district, for one part of it and, without sacrificing efficiency, so as to insure direct benefit to that part of the district called on to pay for the works executed? There is ample power in a rural sanitary authority to construct tanks in which, by chemical means, all the solids in suspension and a large portion in solution may be deposited and disinfected. This can be done without the slightest trace of nuisance, and should always be done within the district requiring it. The effluent water rapidly transmitted to land either within or without the district, and treated there on the land provided for irrigation, supplemented by a portion used as a reserve, and destined for intermittent filtration, in order to do away with the difficulty of having to provide a very large area of costly land, (because whether wanted or not for purposes of farming, the sewage must still be flowing on to the land,) would seem in our present state of knowledge to be most promising, and to hold out conditions enuring to future success, and to do away with most if not all the objections which have been urged against various parts of this mode of sewage distribution. It has been asked what legislative interference ought there to be to control sanitary authorities using the process of irrigation of land by sewage; to which I answer that, by the present law, no authority can so carry on its works as to make them a nuisance or injurious to health, and that this covers every conceivable complaint.

The admirable essay of Mons. M. A. GERARDIN, to which the prize was awarded by the Paris Academy of Sciences, in 1874, and of which, in part, a translation appears in the *Journal of the Society of Arts* for September 17th, 1875, will well repay perusal. In this admirable paper, in addition to the indications furnished by the presence or absence of certain vegetable or animal organisms, especially with reference to their places in the scale of organization, a method of great importance is formulated, namely, a determination of the amount of oxygen held in solution in water to which sewage is or is not admitted, and results are given showing that these vary relatively, according to pollution, from 11·00 cubic centimetres to 0·5 cubic centimetres per litre, and, in some cases, the oxygen has been found to be totally gone; but when the sewage which had thus destroyed the oxygen in the river had been treated by irrigation and filtration, then in every instance it was found that the oxygen in the water was restored to its original maximum. These experiments further show that no trace of putrid fermentation could be found at any depth of soil after one year's treatment of it by sewage irrigation and filtration. But theories must not be pressed too hard in practice, and I believe he is the most successful as a sanitary enquirer who is willing to learn on every hand, and is therefore the most cosmopolitan in his ideas and his practice, and upon this subject there is yet much to learn, and certainly very much more to be done, for at present every one waits for his neighbour, and then lifts up his hand against him. Whatever may be the theory, it is frightful in practice, to think that we should, either in urban or rural districts, be compelled to drink water impregnated with sewage, however long may have been its run in any of our rivers; and experience amply shows, although vehemently and often denied, that the health of communities is never secured unless

sewage, as such, be kept from drinking water, however largely diluted may be the poison. Under the old system, still extensively prevailing, the soil in both rural and urban districts became poisoned from cesspools and middens. It is true there is a great disinfecting power in earth, but this is far from being an inexhaustible quantity, and if means be not taken to replace continuously the real purifying agent, oxygen, held in a minutely divided state between the particles and in the pores and interstices, the inevitable result is to make the subsoil of and around houses a storehouse of decaying and putrefying filth. With this, the water supply in rural districts, mostly from wells, at last of necessity suffers and helps on a fatal list of diseases. Urban districts have improved upon this by generally adopting the water-closet system, and so giving us the benefit of alternation by changing the poisoning from the soil to the rivers.

Is Public Health legislation in town and country at present sufficient to meet these evils, and to provide a better state of things? I believe it to be amply sufficient, if properly enforced, but centuries of neglect have raised up fortresses of mischief that can hardly be approached, much less taken by storm and at once levelled to form the foundations of Cities of Hygeia. If with our present knowledge we had to commence anew, and had none of the existing difficulties to grapple with, we might do better; but the desire for gain for oneself, is a more potent instrument than the desire of health for others, and without strict supervision in the future equally with the past, houses unfit for habitation would continue to be erected and inhabited, both in rural and urban districts. Sanitary work is much more valuable inside than outside houses, and it is here that cleanliness is next to godliness. It must be by practical education of the mass of the people as to the necessity for pure air

and water, that success alone can be hoped for. The net of ignorance and usage which incloses the British Lion is not only strong, but when some of its meshes are destroyed they are usually reproductive, and freedom from the toils can only be obtained by using the small but sharp teeth—continuously employed—of the mouse of precept and example. Our present sanitary laws are, no doubt, in many cases, obscure and complicated, and require amendment, but they hardly err on the side of giving too little power. The difficulty is in the means of applying them. Compulsory sanitary legislation, if far in advance of public opinion, and if strictly enforced, tends rather to defeat than accomplish its object. What is wanted is clearness and conciseness, in those enacting laws which are to govern educated and uneducated alike, and which are to influence the daily home life of every subject. Formerly, laws, when enacted, were read to those who were to be governed by them. I hope, that at that period of our history, they were understood. To-day we require some change in the drafting of ours in order to arrive at this consummation so devoutly to be wished. It appears to me desirable that bye laws already adverted to, and which play so important a part in the control placed on individual action in any district, should be general and should not be left to the will of individual authorities, but as they are the most important part of sanitary legislation, and, with very trifling alterations, are already uniform in all existing sanitary districts, that they should be incorporated in the law itself—the only bye laws required to be *dehors* the Act being those rendered necessary by special local peculiarities, if such exist.

Every Act of the legislature, should contain, within itself, the law on its own subject-matter. But the opposite course has been adopted, and Acts amending Acts and incor-

porating Acts without repealing the Act amended, and then repealing some intermediate Act, reduces to a puzzle the question of what is to be done, and what avoided. As an illustration of this, the Borough Funds Act requires that certain meetings shall be held in accordance with the Local Government Act, 1858. The Public Health Act, 1875, repeals the Act of 1858, and introduces new provisions as to those meetings, and provides that wherever the Act of 1858 is quoted in any Act, the provisions of the Act of 1875 are to prevail. But there is nothing whatever to guide the reader of the Borough Funds Act, or to tell him of the alteration of the law. Quoting and amending Acts are two difficulties which demand careful attention, and some alteration of the present system is imperative, if the law is to be understood as a preliminary to its being obeyed.

May I be allowed to summarize the amendments I consider necessary in the existing state of the law in rural districts in order to secure efficient action.

1. Rectification of existing boundaries with due regard to consideration of local government and specially of drainage and water supply.

2. Areas arranged of such rateable value as would secure competent officers adequately paid, and these officers to be reasonably secure in the tenure of their offices.

3. Representative authorities for all purposes of local government, with uniform powers in all districts.

4. Adjustment of taxation to benefits received.

5. Constituent Boards of appeal combined with central supervision of a Government Board.

6. Simple and concise laws.

There may be differences of opinion as to these means

being the best to obtain the objects sought; it is, however, matter for the most sincere congratulation, that every day witnesses in the public mind the growth of a consciousness that its best interests are secured by help afforded to the weaker parts of the community, to further their welfare without sacrificing their independence.

Mr. F. VIGERS (Member) said that he had much pleasure in proposing a vote of thanks to Mr. MICHAEL for his excellent paper, and moved that the discussion be postponed until the next meeting, in order to afford an opportunity of considering the many valuable suggestions which it contained. Many important points had been raised by Mr. MICHAEL, and in the interval between this and the next meeting, the paper would probably be read by many who were members of sanitary boards and by others who would, perhaps, favour the Institution with their views on the subject.

He happened, himself, to be a member of the sanitary authority of a district which included two important towns and several villages, and had been struck with the evident acquaintance which Mr. MICHAEL possessed with the many difficulties under which such authorities laboured.

Mr. T. CHATFIELD CLARKE (Member) asked what the words "representative authorities," in the summary at the end of the Paper, meant in Mr. MICHAEL's view—a guardian was a representative authority.

Mr. MICHAEL said that he contemplated the entire abolition of the Board of Guardians, and the constitution of

one local authority for all purposes. The Board of Guardians was, no doubt, representative in a certain sense, but it was not elected with reference to sanitary purposes.

The vote of thanks to Mr. MICHAEL was seconded by Mr. V. BUCKLAND, and carried unanimously, and the discussion on the Paper was adjourned to the next Meeting.

AT
THE ORDINARY GENERAL MEETING,

Held on Monday, May 8th, 1876,

THE PRESIDENT IN THE CHAIR,

The discussion on the Paper read by Mr. W. H. MICHAEL at the last Meeting, entitled "The Working of the Sanitary Acts in Rural Districts," was opened by—

Mr. F. VIGERS (Member), who said that one thing which struck him as very satisfactory in Mr. MICHAEL's Paper was the opinion therein expressed that the law as it stood was sufficient.

He did not pretend, in undertaking to open the discussion, to be able to throw any particularly new light upon the subject, or to suggest anything which would be of service to Surveyors in the conduct of their business; but it occurred to him that it might be useful if he and others possessing a practical knowledge of the working of the Acts, were to describe some of the difficulties encountered in applying them.

He presented himself, therefore, more as a member of a rural sanitary authority than as a Surveyor.

For several years past it had been his duty to sit at the Board of a rural sanitary authority, and he had had to deal with a vast number of difficulties which were no doubt familiar enough to the members of other Boards of a like character, and, without occupying too much of the time of

the Meeting, he proposed to place before it an account of some of these difficulties.

He might premise, by way of comment upon the opening sentences of Mr. MICHAEL's Paper, that he believed the ignorance of sanitary matters to be quite as great now as fifty years ago. He could point out many instances where wells and cesspools were in such close proximity that the one soon became very much like the other. Yet, if one talked about this state of things to the owners of cottage property, and told them that a fresh water supply must be obtained, they demurred at once, and objected to the cost which it involved. The dealing with these difficulties was left to an authority which was chosen, not because it was eminently qualified to deal with them, but because it happened to be an existing authority available for the purpose,—he alluded to the Poor Law Guardians.

The Union with which he was connected comprised 44,406 acres, containing a population of 22,949 persons, and was of about as mixed a character as could well be conceived. It included several perfectly rural districts. He would read the names of the parishes, many of which were well known to those present :—

	Acres.	Population.
Bisley	729	494
Byfleet	2,068	915
Chertsey (including the town)	10,000	7,762
Chobham	12,611	2,231
Horsall	3,247	897
Pyrford	1,861	358
Walton (including the village of Hersham)	7,200	5,381
Weybridge	1,320	2,600
Windlesham	5,370	2,311

This district was managed by a Board, sitting once a fortnight, and the representatives who formed the Board had as little sympathy with each other as could well be imagined. Those who represented the rural districts, came there, apparently, for the express purpose of resisting any proposal which appeared to involve expenditure of money, so that anything which was proposed for the benefit of the towns or villages was swamped at once. There was not a sufficient number of guardians who took interest in any plans of improvement. How could progress be looked for under circumstances such as these? As Mr. MICHAEL had said, it was a question not only of boundaries and areas, but whether the authorities who had to deal with these matters were of the best available description. In his opinion, the management of sanitary matters ought to be placed in entirely different hands. Some parts of the above district required very little in the way of sanitary improvement; they had an extremely good water supply, and could deal with their sewage without the necessity for any great expenditure, and, as he believed, better in detail than as part of any great system. In other parts, drainage was the great difficulty—cesspools overflowed into streams and from thence into the Thames,—but what was to be done? Intimations were constantly given by medical officers that the wells were polluted, and reports went up to the Local Government Board, who, very properly, kept putting pressure on the Sanitary Board, asking, “What has been done since our last letter with reference to the draining of this place?” What could be done? In certain instances the cesspools were made water-tight, which meant that they must be constantly emptied; but where were the contents to be taken to? It was suggested that land should be bought for sewage farms, but no one would have a sewage farm near him if he could help it. There was not an acre of land

near Chertsey or Hersham which could be bought without strenuous opposition on the part of the adjoining owners. A great scheme had been suggested by Sir JOSEPH BAZALGETTE, for taking the sewage of the Thames Valley to an outfall at Dartford. A government inspector (Col. PONSONBY COX) was sent down, and most ably had he dealt with the subject, but he reported against the scheme as too heroic, and suggested that the matter should be dealt with in detail (as he believed would be possible), and referred in his report to Merton, Mitcham, Morden, and Beddington as having succeeded in solving the problem of sewage disposal. Curiously enough, since that report was issued, an enquiry was set on foot as to the advisability of the scheme, and it broke down because of the opposition of the landowners whose land was proposed to be taken.

His own impression was, that boundaries and areas should be reconsidered, and that the question of outfall for sewage purposes should form an important element in the arrangement of boundaries; and that instead of similar matters being left in the hands of Boards of Guardians, there should be a Board elected by the owners of property in the several districts.

One point which he noticed very particularly in Mr. MICHAEL's Paper, was this. Mr. MICHAEL said: "Whatever may be the character and ability of Sanitary Boards, it is upon the ability and character of their officers that success must depend." He thoroughly endorsed that remark. It was utterly impossible for a Board of Guardians, meeting only once a fortnight, to even partially master the difficulties with which they had to deal. Upon the competence and integrity of the sanitary officer, be he Surveyor, Inspector of Nuisances, or Engineer, must depend the success or failure of any operation undertaken by a Board of Guardians. But,

it was asked, is the Board to be called upon to pay £150 a year for the services of an Inspector of Nuisances? Many of the members of his Board looked upon £150 a year as a very large income for such an official. They had recently had to consider the appointment of an Inspector of Nuisances, —a name which ought never to have been given to an officer who had the management of such important matters. The person to whom the work had previously been committed had very insufficient technical knowledge of his duties, and only gave the Board a part of his time, receiving a salary of £75 a year. This was thought by some members of the Board to be a very excellent arrangement, as they feared that if the whole of his time were given to the work, he would occupy it in ferreting out things which it was better they should not know. By dint of perseverance, however, a resolution was carried that an Inspector of Nuisances should be appointed, who should give his whole time to the work; the resolution was, however, carried only by the casting vote of the Chairman.

Matters would always be conducted in this fashion, so long as they were left to Boards of Guardians, unless those Boards could be made to understand the importance of appointing competent officers to do their work.

There was one other matter to which he wished to refer. Mr. MICHAEL, in his Paper, said—"There is ample power in a rural sanitary authority to construct tanks in which, by chemical means, all the solids in suspension, and a large portion of those in solution, may be deposited and disinfected." Now, it appeared to him to be of the utmost importance that some means should be found of deodorizing the sewage at the outfall of the sewer. Until such means were found it would be found next to impossible to get farms for irrigation purposes. There was something in the name

“sewage tank” which frightened a neighbourhood. A year or two ago he visited some works upon a miniature scale established in Battersea, to show the effects of Mr. DOUGALL CAMPBELL’s process of disinfecting sewage. The process was explained, he believed, in a paper read by Mr. SHELFORD before the Institution of Civil Engineers, and he certainly thought it was worth the attention of every gentleman interested in this subject. The sewage was pumped up out of one of the metropolitan sewers and, in the process of pumping, was mixed with superphosphate of lime and afterwards with lime. It then passed down a sort of salmon ladder into a tank, and so on through some six other tanks, and by the time it left the last tank it was perfectly inodorous. The solids left behind paid for the cost of the superphosphate, and, in his opinion, authorities ought to be content if they were reimbursed the cost of the deodorizers employed. The sludge, as it was called, when taken away from the tanks, was put into a sort of drying oven, and reduced to powder, and thus formed an extremely portable marketable commodity. He could not help thinking that, if some process of that kind were applied in cases where only a limited area of land for dealing with the sewage could be obtained, it would be a step in the right direction. He might here mention that a part of the district with which he was connected was drained before the guardians had anything to do with it—the village of Walton was sewered with an outlet on to an acre of clay land, and if a process, such as Mr. CAMPBELL’s, were applied in this instance, it would be just possible that the acre of clay land might be found sufficient for the purpose of dealing with the sewage. Advertisements had been issued as to powers to take more land, but no further action had been taken.

The PRESIDENT asked what was the quantity of land proposed to be taken, and the population of the place.

Mr. VIGERS replied that it was ten acres. The population, whose sewage had to be dealt with upon this one acre of land, was about 2,000; if it could be dealt with in the manner described, and then allowed to run on to the land, it was just possible that it might be sufficient: as it was, it was out of the question. Meanwhile, the difficulties with which his Board were surrounded seemed to be almost insurmountable. The sewage could not be dealt with in a general way other than by cesspools, and there was no place to carry the contents to, and irrigation was impossible for want of an outfall.

Mr. E. EASTON (Associate) would describe as shortly as he could, what his experience had been with reference to this matter. He had not the pleasure, as Mr. VIGERS had, of being connected with a rural sanitary authority, but he had occasion in the course of his business to meet a great number of those bodies, and knew something of the difficulties with which they had to contend. He had found that almost all persons or bodies who had to do with sewage matters looked for pecuniary profit from the operation. In his opinion the first thing to do was to get rid of the sewage without annoying ones neighbours or oneself, and it would certainly cost some extra money to do this. Nobody knew better than his friend Mr. MICHAEL the mode in which these Acts of Parliament were applied, and there was no question that this particular part of the task of the working out the Sanitary Acts in rural districts was placed in wrong hands. It was quite impossible that a Board of Guardians of a very large and extended district,

such as that typified by Mr. VIGERS, could act for the whole of the district. How the constitution of that body was to be amended he was not prepared to say.

With regard to getting rid of sewage in rural districts, a very valuable suggestion had been made by Mr. MICHAEL, namely, that there ought often to be more than one outlet for sewage in a district. It was very frequently the case that two or three outlets for sewage, just as two or three sources of water supply, could be obtained, and there ought to be facilities given for making use of those various outlets. A very great deal might be done in some cases by the use of earth-closets. There was no question that a combined system of water carriage and earth-closets was applicable to most small places, and he knew two or three villages where the joint system was being carried out successfully. The great point was that the Inspector of Nuisances should be empowered to see that the earth-closet system was carried out properly. Of course there were many places where the houses were small and crowded, so that there was scarcely sufficient space even of garden ground to utilize the refuse from the earth-closet, but in almost all those cases there existed outside the village garden plots, where the stuff might be taken, if necessary, at the expense of the authority.

Mr. J. W. BARRY (Associate) said that there were one or two points to which he would like to draw attention. Mr. MICHAEL said in his Paper, "In any scheme, so called, of water supply on a large scale, the rich must pay for the poor; any plan for doling out the supply of water by means of measurement would be disastrous, and it would appear that the only way to provide effectively for a whole district where the supply was general, would be to generalize the

payment of the expense incurred, and therefore make the supply compulsory by abolishing altogether the payment of water rents, and causing the whole of the outgoings to fall upon the general rates." He did not wish to traverse the position that the water supply should always be copious, but that did not seem to him to be really an argument bearing out the notion that the poor were not to pay for the water supply, which they enjoyed. He had always found in his experience that if people did not pay for what they got, they did not value it, or take interest in it; he thought it would be very much better that payment should be made in proper proportion to the benefit received.

His knowledge of country districts amply bore out the statement that there was a great want of inspection. The ignorance existing on sanitary subjects in many villages was very great, and things went on in such districts which would be scouted as outrageous in any town. The result was that outbursts of fever and all sorts of zymotic diseases were of constant occurrence. People came to regard such outbreaks as visitations of Providence, and would scarcely attempt a remedy for the state of things which gave rise to them. One plan for improving the inspection which he would suggest, was something like the adoption of the principle of payment by results. If the country really took an interest in these things it should be prepared to pay for a diminution of disease as the Government now paid medical officers in proportion to the number of people vaccinated in any particular parish. In this way, if an inspector of nuisances, as he was now called, succeeded in reducing the amount of zymotic disease, he should be entitled to some substantial reward.

Next, as to the construction of outlets for sewage. It was wrong, no doubt, in some cases to try and concentrate

all sewage upon one particular point; but, on the other hand, he took exception to the suggestion that there should be a great sub-division of outlets, on the ground of the extra expense which would in many cases be entailed thereby.

It was suggested by Mr. MICHAEL that the chemical deposition and treatment of resulting sludge should always take place within the district whose sewage was to be got rid of. As a matter of principle, he did not see why that should be the case. If there were a good and sufficient reason for defecating the sewage upon land out of the district, he did not see why the treatment of resulting sludge should not also take place without the district. It appeared to him, with due respect to Mr. MICHAEL, that if there was reason for one there would probably be a reason for the other, and the clause in the Act forbidding the creation of a nuisance would apply in all cases. At the present time, the rural districts were doing next to nothing with regard to sanitary matters. The towns were marching a little ahead but there was a great want, at the present moment, of some mode of putting the law in force, and particularly in country districts.

Mr. R. B. GRANTHAM (Associate of Council) said that no one was better qualified than Mr. MICHAEL to deal with this subject. He had, himself, had some experience in these matters, and he quite concurred with what had been said as to the difficulties of the boundary question. Some of the areas were too small, and some too large; the boundaries in many places stretched half a mile away from the thick of the urban population, and in other cases the areas were so small that they were unable to pay proper salaries to secure effective sanitary supervision.

One great injustice resulting from very extensive areas in country districts was that the farms and outlying lands far away from any houses, and which could not possibly derive any benefit from the operations of the sanitary authority, had to bear a share of the cost of these arrangements. He thought it a mistake that the medical and other sanitary officers held their posts subject to annual reappointment. The result of such a system was that a man felt a greatly diminished interest in his duties, and was afraid of being too active lest he rendered himself liable to dismissal.

He had no faith whatever in the processes for precipitating and deodorizing sewage. No method seemed to him so likely to succeed as precipitating in part and irrigating with the refuse.

Mr. A. O. SEDGWICK (Member) said that, like Mr. VIGERS, he was a member of a local board (that of Watford), and proposed to say a few words about the way in which they managed their sewage. All would agree that, in dealing with sewage, the great and primary consideration was the health of the inhabitants, and the exercise of the utmost care not to create a nuisance to one's neighbours. The next consideration was the keeping down of the expenses as much as possible. He had taken some part in the sanitary arrangements of his district during the last twelve months, and could not help fancying that it was now a very healthy place. The principle followed there was that of ventilating the sewers and flushing, and he believed that this was a very great step towards health. Watford had not yet a constant supply of water; but he could not help thinking that eventually it would be found desirable to have a constant instead of an intermittent supply.

The sewage was dealt with on about 20 acres of land,

and by irrigation and deodorization was got rid of without being a nuisance to the people living near this particular field. He had never yet heard any complaint of their system, and he found as the result of last year's operation that, after paying all working expenses, and interest and instalments of money borrowed, the total cost of the sewage showed about £200 on the wrong side,—about 6*d.* per head,—which was not much for a large town to pay.

The PRESIDENT asked what was the population of Watford ?

Mr. SEDGWICK replied that it was 7,000 or 8,000. He quite agreed with Mr. VIGERS that it was a great thing to have the area of rural districts more limited. It would be much better, he thought, if the owners and occupiers in certain areas appointed their own authority, who should arrange for the drainage without the help of a Board of Guardians.

Mr. E. RYDE (Member) could not refrain from expressing his regret that the debating power of the Institution had rather shirked this subject. The subject was a very difficult one, and it was on that account that so many different opinions had been expressed. It did not, however, seem to him that any speaker had referred to the real difficulties in rural districts. The places in which these difficulties arose were those with just a sufficient number of houses to create a nuisance, but not sufficient to bear the expense of dealing with it.

No doubt Mr. MICHAEL was fully alive to all those difficulties, and what did he suggest: "Rectification of boundaries, existing with due regard to consideration of

local government, and especially of drainage and water supply." This was a very reasonable suggestion; but he did not see what form legislation could take to carry out that suggestion. He (Mr. RYDE) fully appreciated Mr. MICHAEL's next suggestion, that these areas should be so arranged, and be of such rateable value, as would secure competent officers. He was not exactly a member of a rural sanitary authority, for he would never be a guardian; but he was a member of a parochial committee in a parish that adjoined one of those parishes which Mr. VIGERS had referred to, and any reconstruction of boundary would have the effect of tacking his parish on to that of Mr. VIGERS. But still they would be unable to cope with the expense. He quite agreed that until they got more practical men to carry out the work they would never get it well done. A competent man meant a competent remuneration, and, in some cases, the whole rent of the houses would scarcely pay the remuneration which such a man would require. Beyond question, the Guardians were not the proper people to carry out this work, and there was the greatest difficulty in getting suitable men to serve on the Boards. They were, comparatively, leisure men, so to speak, and they would probably be the only men who would consent to act as the other suggested authority.

"Adjustment of taxation to benefits received" was very desirable, but he did not see, practically, how to suggest to the Legislature an amendment of the present law, to effect that result. He quite adopted Mr. MICHAEL's last suggestion that simple and concise laws were the best things for all countries. He (Mr. RYDE), in the practice of his profession, had given a great deal of attention to this subject in various ways, and the one con-

clusion he had formed was, that the only proper way to deal with the sewage was to utilize it on land. He would take some exception to what Mr. EASTON had said. He did not see why the notion that sewage farming could be made profitable should be given up. If man were the highest fed animal in creation, why the *excreta* of man should be less valuable than that of the lesser fed animals he could not understand. If, therefore, it paid the farmer to keep a dung-cart going in the ordinary way, it would pay equally well if he used the sewage of towns. When it was found out how to do it, it would be put on the land, with profit. He had satisfied himself that what was called the *sludge* (the solids of sewage), was of very little use for manure. It was the liquid manure which was wanted for fertilization.

Some allusion had been made to Sir JOSEPH BAZALGETTE'S scheme. Sir JOSEPH BAZALGETTE had had two schemes. The great scheme was to collect all the sewage of the Thames valley and take it into the middle of the town of Chertsey, and then to take it out of the town and utilize it on what was properly called poor land. But though poor in quality, the land selected was valuable in that building locality. Whether there would have been a nuisance or not, the concentration of the sewage from so large an area, with such towns as Windsor, Richmond, and Kingston sending their sewage into the town of Chertsey, did not commend itself to his mind. He knew, even in the valley of the Thames, that there were places where each town could take its sewage and place it on suitable land. He was sorry to see the sewage of a town like Brighton thrown into the sea. He thought that was a great mistake.

Reverting to rural districts, Boards of Guardians must not be condemned without remembering what had happened since the unions were formed. In one parish,

land which could be bought for £15 or £20 an acre a few years ago, would now let at £15 or £20 per acre per annum, for building purposes, and the whole locality was changed and altered in consequence. In another parish there had been little or no alteration. A guardian of the latter parish was a small farmer; a guardian of the former was, perhaps, a rich man, therefore unanimity could not be expected. If Mr. MICHAEL's rectification of boundaries meant the separation of such parishes as these, he thought the sooner it was done the better.

Mr. C. JOHN MANN (Member) said that he would have liked to hear whether it was the opinion of many of the Surveyors present that it was impossible satisfactorily to treat the sewage of rural districts in such detail as for each occupier to deal with his own. He supplemented the suggestion which Mr. EASTON made as to the more general adoption of earth-closets. It was the large quantity of water introduced which seemed to him the great difficulty in dealing with sewage. If earth-closets were used for ground floors, and water-closets restricted as much as possible (say to upper floors of large houses only), the sink and slop water could then be dealt with satisfactorily on the land, and every country house, from the mansion to the cottage, would have land sufficient and suitable for that purpose. Bath water, cistern overflows, and any other clear water might be allowed to go with the overflow or waste rain-water.

Mr. EASTON said he wished to put himself right on one point alluded to by Mr. RYDE. He did not say that no profit could be expected from dealing with sewage on land. What he did say was that (in these rural districts especially)

profit should not by any means be the first consideration. He might mention that the firm of which he was a member had at the present moment, the lease, for fourteen years, of a farm of considerable extent, upon which they were dealing with the sewage of the town of Doncaster. Although they did not look forward to very much profit when they took the farm, they hoped they should not make an entire loss. What he insisted upon was, that it must not be with the idea of profit that Boards of Guardians or other authorities who had to deal with rural districts should go into this question. They must deal with the stuff, and if they made a profit so much the better. He entirely agreed with Mr. RYDE that the only way of dealing with liquid sewage was to utilize it on land.

Mr. E. HIPPISELY (Member) said he had been much interested by the discussion that had taken place, and felt the loss he sustained from not being able oftener to attend the Meetings. He felt that so long as the carrying out of the Sanitary Acts depended on the Board of Guardians, no good would result. As an instance, in the Frome Union, the urban sanitary authority, by their Surveyor, had a 9-inch pipe drain laid at the side of the highway to carry the drainage of several rows of cottages, and finding a difficulty as to the outfall, they turned the drain through a fence on to the surface of a pasture field, and near to a spring from which the farm-house was supplied with water. He objected, as agent to the property, and wrote letters to the Surveyor and the Chairman of the Board, but nothing was done to remove the nuisance they had created. He then ordered the mouth of the drain to be closed, on the field side, with masonry. The Surveyor entered and took down the masonry, upon which he (Mr. HIPPISELY) threatened an action

for trespass unless the drainage was diverted. Thus the matter stood at present, the other part of the village remaining undrained.

In the Bridgwater Union the Surveyor of the Sanitary Authority ordered the parish to cover over a drain, varying from three to five feet in width, which took the main part of the drainage of the village. The outlet would then have been in the pleasure ground of a residence, and the nuisance would have been greatly increased. He required that the drain should be properly constructed, and that it should be carried for about 120 yards further so that it may be dealt with without annoyance. The matter, however, was still in abeyance.

In country districts, hamlets and villages were, no doubt, much scattered, yet, with proper supervision and direction, each parish might be made to deal with nuisances arising therein, and there would be less difficulty in obtaining arable land for the purpose. But there was a large amount of prejudice to be overcome, and where solids were converted into manure, as at Weston-super-Mare and other places, the farmers would not care to haul it on to their lands. He knew a case where night-soil had been collected and applied to land for garden allotments, and there was a difficulty in letting the land afterwards.

Mr. MICHAEL hardly thought his friend, Mr. RYDE, could have expected that within the compass of a short Paper, he could deal with the various cases which might arise under the Sanitary Acts. The Paper itself was a very fragmentary one, and he had only ventured to lay down some general principles, rather than waste time by entering into details of cases which could be of no value except to the particular places where such cases had occurred.

He was in this difficulty in writing a Paper on Rural Sanitary Authorities, that he advocated their entire abolition, and therefore in dealing with them he might have put the whole he had to say in the short sentence: "These should be extinguished." He ought to write another Paper to show how he would deal with all authorities, and perhaps he might be allowed to say that there would be shortly held, at the rooms of the Society of Arts, a Conference, convened by the Joint Committee of the Social Science and British Medical Associations, when he proposed to read a Paper, in which he would attempt to show what were the great principles which should guide the Legislature in dealing with the sanitary laws, and which would meet a great many of the difficulties to which Mr. RYDE had called attention.

He would endeavour to sketch very briefly the scheme which he had ventured to suggest for sanitary organization throughout the country.

The first principle would be this, that in every district, however constituted, there should be only one authority for all purposes of local management and taxation, and he held that such a change would meet most of the difficulties which had been urged that evening. One matter he thought of considerable importance,—that, wherever local government existed in this country, there had gradually happened a great depreciation in the calibre and power of local authorities. There was great difficulty in getting men of standing and education to take their share in local government, and he thought it was to be accounted for by the fact that the power and weight of local government had been frittered away by many bodies doing badly what would be well done if merged within the sphere of one authority. He proposed that rural sanitary authorities, as such, should

be done away with. To meet another difficulty of Mr. RYDE's, he proposed a Sub-Commission to be appointed to visit all parts of the country, in order to define future boundaries, and alter, where necessary, existing boundaries.

He could give a dozen instances, at the present time, of various bodies asking powers during the current session of Parliament, to enable them to act in cases in which it was impossible to drain one district without going through another, or without draining one or two others immediately adjacent to it. There should be appointed a Sub-Commission to visit every part of the country, to define what should be the boundaries of existing urban districts, and having fixed these boundaries, there would be no difficulty in fixing the unit and area of new districts. By having this Commission appointed, two objects would be fulfilled—a definition of what the boundaries should be would be obtained ; and it would be possible to arrive at some notion as to the difficulties of an authority working under the provisions of the Act of 1872, now perpetuated by the Act of 1875. He thought there should be, in every district, one Board carrying out all the powers of local management, and having vested within itself all powers of local taxation.

This, however, would not be sufficient, unless there was also established a County Financial Board of high character—a representative Board, in order to contain within itself the best elements of all district Boards. He would go one step further. Having arranged the boundaries in an intelligible manner, and having constituted new district authorities and a County authority as the Board of Appeal to determine in all cases what should be done and what should not be done by district

authorities, he would next deal with a most important principle, which was at the root of all improvement, namely, the bringing of personal property within the area of contribution to local taxation. At the present time, it was merely the occupier of property who had to pay—he was rated perhaps at £10 a year, while others, not occupiers of property, with personal property of perhaps £10,000 a year, were called on to contribute nothing towards local taxation. He proposed, in order to meet this and to equalize burdens, that there should be a large contribution in aid of local taxation out of moneys levied by Parliament.

Perhaps he might be allowed to answer one question of detail. Mr. BARRY had said that he had not properly stated the question when he said, with respect to the water supply, that the rich must pay for the poor, supposing that he meant that the poor were to be altogether exempt from payment. As a fact there was a gross inequality in the present mode of paying for water. No occupier paid for the quantity used, but according to the rateable value of the property to which the water was laid on. It frequently happened, therefore, that, in a cottage with a rental of £10 a year, as much water was used as in a mansion with one of £200 a year. But the poor were those who, for sanitary purposes, it was desirable should use a large quantity of water, and if the payment were regulated by quantity, it would be imposing a burden which would have the effect of inducing them to use a minimum instead of a maximum quantity. Therefore, in order to insure this larger use, he said the rich must pay for the poor. By having a rate making the poor pay simply according to the rateable value of their houses, the rich must pay for the poor, although the poor were not by this altogether—although in part no doubt—exempt from pay-

ment, but they only paid in small proportion of the benefit they derived.

Another point, viz., sewage defecation, demanded one word of explanation on his part. Mr. BARRY had asked, why was it that if you were going to take sewage on to land outside your district, you should not defecate the sewage outside also? As mentioned by a gentleman on the other side of the room, it was not because of the necessity of the case, but because of the prejudice mixed up with it. It was quite enough to mention the probability of establishing anywhere a sewage farm, to have the whole neighbourhood rising up in arms about it. It would be asked: "Are you going to convert this district into a slough of despond? Are we to have brought upon us all the filth of your district? Will you plunge us into the midst of dirt and disease?" He would say, with regard to this prejudice, that one must deal with the minds of men as they are and not as they ought to be. While this prejudice existed (it might or might not be prejudice), sensible men ought to take all means at their disposal to reduce it to the minimum, and this would be done, if, instead of conveying the sewage in a condition of putrefactive fermentation on to the ground which was to be irrigated, every means were adopted to remove all elements which, at least to the eye and other senses would appear repulsive,—if, in fact, only the clear water (containing, it is true, the carbonate of ammonia, which caused all the pollution in rivers, but which was wanted for the land) were taken.

The clear water containing this chemical element, which would give no offence might be taken. It was but clear water, and it could be shown that all, of which complaint could be made, had been left behind. If this were done, he

thought it would go far to get rid of the prejudice of parties having property in the neighbourhood of land which it was proposed to use for purposes of sewage irrigation.

After a few words from the Chairman, the Meeting adjourned.





THE ANNUAL GENERAL MEETING,

Monday, May 29th, 1876.

 THOMAS HUSKINSON (PRESIDENT) IN THE CHAIR.

MESSRS. J. H. CLUTTON and A. VIGERS, having been requested to act as Scrutineers of the ballot for the Election of Council, the balloting list submitted by the Council in accordance with the bye-laws, and the record of attendance of the Members of Council, were read, and the ballot declared open.

The Report of the Council on the state of the Institution, and the Statement of Receipts and Expenditure for the year 1875 were read.

RESOLVED—"That the Report of the Council and the Balance Sheet be received and approved, and be printed and circulated with the 'Transactions.'"

RESOLVED—"That the thanks of the Institution be given to MESSRS. A. GARRARD and R. VIGERS for their efficient performance of their duties as Auditors, and that they be requested to continue their services for the ensuing year."

RESOLVED—"That the thanks of the Institution are due and be given to the President, the Vice-President, and the other Members and Associates of Council, for the able manner in which they have administered the affairs of the Institution.

RESOLVED—"That the thanks of the Institution be given to Mr. JOHN WORNHAM PENFOLD (the Honorary Secretary) to Mr. JULIAN C. ROGERS, to the Treasurer, and other Officers of the Institution, for the manner in which they have executed their several duties.

The ballot having been closed, the Scrutineers reported that the following gentlemen had been elected as Council for the ensuing year :—

President.

EDMUND JAMES SMITH

Vice-Presidents.

JOHN OAKLEY

EDWARD RYDE

WILLIAM STURGE

THOMAS SMITH WOOLLEY

Members of Council.

JEREMIAH MATHEWS

THOMAS CHATFEILD CLARKE

WILLIAM JAMES BEADEL

ELIAS PITTS SQUAREY

ROBERT COLLIER DRIVER

CHARLES STEPHENSON

FRANCIS VIGERS

DANIEL WATNEY

VIRGOE BUCKLAND

WILLIAM SCARTH

CHARLES JOHN SHOPPEE

EDWARD I'ANSON

Associates of Council.

JOHN HORATIO LLOYD

RICHARD BOXALL GRANTHAM

RESOLVED—"That the thanks of the Meeting be given to Messrs. J. H. CLUTTON and A. VIGERS, for their services as Scrutineers."

A vote of thanks to the Past President for his conduct in the Chair, having been passed unanimously, the Meeting separated.

THE EIGHTH
ANNUAL REPORT OF THE COUNCIL.

Annual General Meeting, May 29th, 1876.

The history of the Institution during the past twelve months has been comparatively uneventful. The period, however, has been one of continuous prosperity and steady progress.

The number of new Members elected has been greater than in any previous year, and is of a kind to count for something more than a mere numerical interest.

Since the date of the last Report, 29 Members, 23 Associates, and 2 Students have joined the Institution. Two Associates, having become eligible, have been transferred to the class of Members. The Institution now numbers 6 Honorary Members, 294 Members, 119 Associates, and 8 Students, or 427 of all classes.

The Council regret to have the duty of announcing the deaths of the following Members during the past year:—
Mr. W. Murton, of Tunstall, an old and respected member

of the profession ; Mr. J. Pyne, of Wimborne ; Mr. G. J. Taylor, of London, and Mr. F. J. Clark, who was for several years a Member of the Council of the Institution, and enjoyed a high professional reputation.

The Balance Sheet annexed shows results of an exceedingly satisfactory character. The revenue derived from all sources exhibits a marked increase, while the ordinary expenditure only slightly exceeds that of the previous year.

In accordance with the intention announced in the last Report the Council have applied, out of available balances, the sum of £500 to the extinguishing of a corresponding portion of the capital debt of the Institution, and it is hoped that a further reduction in its amount may be made during the current year.

The proposed improvements in the premises, announced as in contemplation in the last Report, have been duly carried out, and have, it is believed, added greatly to the comfort and convenience of Members and others who use the rooms.

The first floor rooms, of which possession has been resumed, have been furnished and fitted for arbitration purposes, and afford a much needed increase of accommodation.

The balance sheet for the year ending December 31st, 1875, shows the following results :—

RECEIPTS.			EXPENDITURE.		
	£	s. d.		£	s. d.
Total Revenue . . .	1,763	11 8	Total payments out of Revenue—Current Expenses . . .	1,347	7 7
Revenue Balance in hand, January 1st, 1875	177	7 3	Transferred to Capital Revenue Balance in hand, December 31st, 1875	530	0 0
Entrance Fees carried to Capital Account	262	10 0	Total payments out of Capital—Buildings and Furniture	182	16 0
Transferred from Revenue	530	0 0	Invested in Consols .	168	0 0
Donation of Portico .	148	16 6	Debentures paid off .	500	0 0
Credit to Building Account	2	6 6	Interest on the same Capital Balance in hand, December 31st, 1875	19	19 6
Capital Balance in hand, January 1st, 1875	6	9 11		79	7 5
	<u>£2,891</u>	<u>1 10</u>		<u>£2,891</u>	<u>1 10</u>

In addition to the above cash balances, stock to the amount of £347 3s. Consols, and £407 1s. 9d. New Three per Cents. (of which £100 is invested on the Library Account) stood to the credit of the Trustees of the Institution of Surveyors on the 31st of December, 1875.

A summary of the receipts and expenditure for the present year, up to this date, is as follows:—

RECEIPTS.			EXPENDITURE.		
	£	s. d.		£	s. d.
Total Revenue . . .	1,219	11 11	Total payments out of Revenue—Current Expenses . . .	392	15 5
Revenue Balance in hand, January 1st, 1876	63	11 4	Interest on Mortgage Debentures . . .	83	3 10
Entrance Fees and Life Compositions carried to Capital Account	210	0 0	Revenue Balance in hand, May 22nd, 1876	807	4 0
Capital Balance in hand, January 1st, 1876	79	7 5	Payments out of Capital—Furniture, &c. .	95	4 6
	<u>£1,572</u>	<u>10 8</u>	Capital Balance in hand, May 22nd, 1876	194	2 11
				<u>£1,572</u>	<u>10 8</u>

In addition to the above cash balances, the amount of Stock now invested in Consols is £347 3s., and in New Three per Cents. £407 1s. 9d.

The Library balance in hand is £242 1s. 10d., in addition to the £100 invested in New Three per Cents.

The total liabilities for rent, rates, printing and current expenses amount to about £350.

An amount of about £160 is also due on account of alterations and improvements in the Lecture Hall.

Several evenings were very profitably occupied during the past session in discussing the Agricultural Holdings Act. The measure was felt to be one in which the Institution was specially concerned, and looking to the magnitude of the interests affected, and to the previous uncertainty as to the practical effect of many of the provisions of the Act, it was thought desirable to devote an unusual number of evenings to its discussion. The exhaustive consideration which the measure received at the hands of Members has served a most useful public purpose, while the interest which the discussion excited in influential quarters has brought a perceptible increase of reputation to the Institution.

The new volume of Transactions contains several papers of great interest. The Council gladly avail themselves of this opportunity of acknowledging their obligations to Mr. W. D. GARDINER, who although unconnected with the Institution, came forward with great readiness and contributed an admirable paper on "Ancient Lights," which forms a perfect compendium of the law on the subject.

The consideration of the new Valuation Bill very usefully occupied two evenings of the Session. It is hoped that the attention thus called to the measure may lead to amendment when it comes again under the attention of Parliament.

A notable addition to the collection of topographical works which the Institution now possesses has been recently made by the presentation of a fine copy of Dugdale's "Monasticon." The Institution is indebted to Mr. ALDERMAN ELLIS for this liberal gift.

Several papers are promised for the next session, and it is hoped that the number may be considerably increased during the recess. The Council are unwilling to limit the freedom of members in their choice of subjects, and if any member is desirous of serving the interests of the Institution in this useful direction, the Council will be happy to render every assistance in their power.

Dr.

STATEMENT OF RECEIPTS AND EXPENDITURE

RECEIPTS.				REVENUE			
		£	s.	d.	£	s.	d.
1875.							
247 Members' Subscriptions for 1875, at £3 3s.	- - - -	778	1	0			
8 " " in advance for 1876 at £3 3s.	- - - -	25	4	0			
5 " " Arrears at £3 3s.	- - - -	15	15	0			
					819	0	0
88 Associates' Subscriptions for 1875 at £2 2s.	- - - -	184	16	0			
9 " " in advance for 1876, at £2 2s.	- - - -	18	18	0			
7 " " Arrears at £2 2s.	- - - -	14	14	0			
					218	8	0
9 Students' Subscriptions for 1875, at £1 1s.	- - - -				9	9	0
Rent of Offices and Hire of Arbitration Rooms	- - - -						1,046 17
Dividends	- - - -						699 19
Cash in hands of Secretary and Treasurer, January 1st, 1875	- - - -						16 15
							177 7

£1,940 18 1

CAPITAL							
		£	s.	d.	£	s.	d.
30 New Members' Entrance Fees for 1875, at £5 5s.	- - - -	157	10	0			
2 Members' Entrance Fees, Balance on Transfer at £2 2s.	- - - -	4	4	0			
					161	14	0
22 New Associates' Entrance Fees for 1875, at £3 3s.	- - - -				69	6	0
1 Member's Life Composition	- - - -				31	10	0
							262 10
Cash transferred from Revenue	- - - -						530 0
Minerva Building Society—Part Cost of New Drain	- - - -						2 6
Mr. Driver's Gift of Portico	- - - -						148 16
Balance in hands of Treasurer, December 31st, 1874	- - - -						6 9 1

£950 2 1

LIBRARY							
		£	s.	d.	£	s.	d.
Donations, 1875	- - - -						121 16
Dividends	- - - -						3 0
Balance in hands of Treasurer, December 31st, 1874	- - - -						81 11

£206 7 1

SUM							
		£	s.	d.	£	s.	d.
Revenue Account	- - - -				1,940	18	1
Capital	- - - -				950	2	1
Library	- - - -				206	7	1

£3,097 9

ASSETS AND							
		£	s.	d.	£	s.	d.
Cash in hands of Treasurer and Secretary	- - - -				319	6	
Value of Furniture and Books	- - - -				1,435	0	
Invested in New Three per Cents. and Consols	- - - -				625	10	
" " " Library	- - - -				100	0	
Subscriptions and Entrance Fees due, but unpaid at date	- - - -				76	3	
Value of Premises, No. 12, Great George Street	- - - -				5,000	0	
Rents	- - - -				32	1	
Fees for use of Rooms due, but unpaid at date	- - - -				34	13	

£7,652 13

SURVEYORS.

YEAR ENDING DECEMBER 31st, 1875.

Cr.

COUNT.

EXPENDITURE.

1875.									£	s.	d.	£	s.	d.
	ce, Rates, and Taxes	-	-	-	-	-	-	-	872	18	4			
	ght, and Water	-	-	-	-	-	-	-	86	7	7			
		-	-	-	-	-	-	-	55	0	6			
	on Loans	-	-	-	-	-	-	-				514	6	5
		-	-	-	-	-	-	-				140	5	4
		-	-	-	-	-	-	-				22	14	0
	ry, Postage and Receipt Stamps, Books of Account, Publications, &c.	-	-	-	-	-	-	-				38	17	7
	s and Wages	-	-	-	-	-	-	-				357	5	8
	l Coffee at Meetings	-	-	-	-	-	-	-				6	17	3
	old Effects and Housekeeper's Petty Cash Expenses	-	-	-	-	-	-	-				20	8	6
	tion of Transactions—Printing	-	-	-	-	-	-	-	144	4	0			
	Covers and Binding	-	-	-	-	-	-	-	6	11	0			
	Reporting	-	-	-	-	-	-	-	29	8	0			
		-	-	-	-	-	-	-	180	3	0			
	Less Sale of ditto	-	-	-	-	-	-	-	88	15	8			
		-	-	-	-	-	-	-				141	7	4
	l Printing	-	-	-	-	-	-	-				14	10	0
	ferred to Capital Account for Furniture and Redemption of Bonds	-	-	-	-	-	-	-				530	0	0
	ands of Secretary	-	-	-	-	-	-	-	20	0	0			
	„ Treasurer	-	-	-	-	-	-	-	43	11	4			
		-	-	-	-	-	-	-				63	11	4
	le's Asphalte Company—Allowance	-	-	-	-	-	-	-				90	15	6
		-	-	-	-	-	-	-						
		-	-	-	-	-	-	-				£1,940	18	11

COUNT.

									£	s.	d.			
	are and Fittings	-	-	-	-	-	-	-				33	19	6
	ption of Bonds and Interest	-	-	-	-	-	-	-				519	19	6
	Portico	-	-	-	-	-	-	-				148	16	6
	ed in Consols on account of Life Compositions	-	-	-	-	-	-	-				168	9	0
	e in hands of Treasurer	-	-	-	-	-	-	-				79	7	5
		-	-	-	-	-	-	-						
		-	-	-	-	-	-	-				£950	2	11

COUNT.

									£	s.	d.			
	e in hands of Treasurer	-	-	-	-	-	-	-	206	7	10			
		-	-	-	-	-	-	-						
		-	-	-	-	-	-	-				£206	7	10

RY.

									£	s.	d.			
	e	-	-	-	-	-	-	-	1,877	7	7			
		-	-	-	-	-	-	-	870	15	6			
	e in hands of Treasurer and Secretary	-	-	-	-	-	-	-	349	6	7			
		-	-	-	-	-	-	-				£3,097	9	8

ABILITIES.

									£	s.	d.			
	arter's Rent, due Christmas, 1875	-	-	-	-	-	-	-	62	10	0			
	ousekeeping, Printing, and various Accounts	-	-	-	-	-	-	-	383	10	0			
	t due on Debentures	-	-	-	-	-	-	-	19	7	0			
	enture Bonds at £25 each	-	-	-	-	-	-	-	2,250	0	0			
	e	-	-	-	-	-	-	-	4,982	6	7			

Examined with the Books and Vouchers, and found correct,
May, 1876.

ARTHUR GARRARD, } Auditors.
ROBERT VIGERS, }

£7,652 13 7

APPENDIX TO VOL VIII.

Obituary.

FREDERICK JAMES CLARK (Member) was born in London in the year 1818. He served his articles to Mr. CAFE, of Great Marlborough Street, and, while still a youth, showed special aptitudes for the profession to which he had devoted himself, commencing business on his own account in Curzon Street, Mayfair, at the unusually early age of 21 years. In 1844 Mr. CLARK entered, (in conjunction with Mr. J. G. LYE,) into partnership with the late Mr. Alderman FAREBROTHER. On the death of Mr. FAREBROTHER, Mr. CLARK subsequently continued the business in Lancaster Place.

His copious memory and store of precedent acquired for him a remarkable reputation as a witness and referee in compensation and other matters, where judgment and impartiality were required for determining the relative value of contending interests, and for a long period he was not only concerned in almost all the important cases of compensation, but conducted as great a number of such cases as any individual surveyor of his time.

Mr. CLARK possessed mental qualifications of an order which would have insured him success in any vocation of life, and, devoting himself entirely to his calling, became an authority amongst his brethren in the profession.

His generosity and kindliness of disposition disarmed personal contention, and tended much to place him in the position he occupied, while his determination of character enabled him to maintain the status of the profession on many trying occasions.

Among the numerous transactions in which he was concerned may be mentioned the sale of the Middleton estates in Ireland, comprising over eighty thousand acres. These estates, which were sold under a private Act of Parliament, produced upwards of £800,000.

He died on the 21st December, 1875, at the age of 57, having just initiated arrangements for a partnership with Mr. Alderman ELLIS, which were afterwards completed in favor of his son, Mr. FREDERICK CLARK.

JOHN LEWIS HORNBLOWER (Member) was the eldest son of the late Mr. WILLIAM HORNBLOWER, of the Nine Locks Ironworks, Brierly Hill, Staffordshire, and of the Cradley Mill Works, Cradley, near Stourbridge, Worcestershire. He was born at Old Swinford, in the county of Worcester, in the year 1807, and was educated, first at a local school, and afterwards at a school at Higham Hill, Walthamstow. He was first placed in his father's works, with the view of becoming an Ironmaster; but, on the sudden death of his father in 1825, he was articled to Mr. HENRY M. WOOD, Architect and Surveyor, of Nottingham, with whom he served his time. After a short period spent in an Architect's office in London, in the year 1830 he commenced business in Birmingham as an Architect and Surveyor, and continued to practise in that town until 1862. He held, among other appointments, the post of surveyor to

the parish of Aston, and to several local trusts. The sudden development of the railway system brought Mr. HORNBLOWER a large amount of business in the earliest days of his professional career. He was engaged largely for the old Birmingham and Derby Railway Company, the Birmingham Canal Company, and the London and North Western Railway Company, and very soon established a reputation for sound judgment and discretion in the valuing of property required for public works.

In the year 1862, Mr. HORNBLOWER left Birmingham, and took chambers in Parliament Street, Westminster, and during the last few years of his life attended to little else than the business of the London and North Western Railway Company, for whom he had been much engaged for many years. He retired to reside at Brighton in 1868, where he died on September 15th, 1874. Mr. HORNBLOWER was one of the earliest Members of the Institution.

WILLIAM MURTON (Member), commenced business about the year 1827, having previously acted as assistant to his father, who was a land surveyor and valuer of some local repute.

His first appointment was a large agency in Kent, under the trustees of the late Sir EDWARD HALES, and in the following year he undertook the agency for the estates of Lord HARRIS. This latter appointment he retained until his death, having filled it under four successive peers of that family. Mr. MURTON was also the agent, for many years, for the Kent estates of the Archbishops of Canterbury, as well as for those of the Earl of GUILFORD, Earl COWPER, and other owners of property in the county.

In the early part of his career, Mr. MURTON was much engaged in Parish Valuations under the new Poor Law and Tithe Apportionment Act, 1835, and, on the introduction of railways into Kent, was concerned in many important compensation cases connected with the making of the South Eastern Railway, the London, Chatham, and Dover Railway, and other lines.

Mr. MURTON's strong natural sagacity, and honourable and straightforward character, secured him general confidence, which accompanied him through a business career extending over the long period of 50 years.

GEORGE JAMES TAYLOR (Member) was born in London in the year 1841. At an early age he entered the office of Mr. JAMES WILLIAMS, Quantity Surveyor, of Montague Street, Russell Square, and remained with him until the death of that gentleman in the year 1869, when he entered into partnership with his son, Mr. L. J. WILLIAMS (Associate of this Institution), with whom, under the style of WILLIAMS & TAYLOR, he carried on the business until his death, which occurred very suddenly on the 29th September, 1875, in the 34th year of his age.

CONTRIBUTIONS IN MONEY TO LIBRARY FUND.

From June 1st, 1875, to June 1st, 1876.

	£	s.	d.
Brook, J.	3	3	0
Broughton, J.	3	3	0
Brown, D. J.	3	3	0
Burroughes, T. H.	5	5	0
Dale, J.	4	4	0
Ellis, J.	2	2	0
Gilbert, W. H. S.	5	5	0
Lofts, H.	2	2	0
Martin, H.	2	2	0
Nockolds, M.	3	3	0
Prickett, G.	5	5	0
Sanday, G. H.	2	2	0
Searle, F. W.	2	2	0
Smith, H.	2	2	0
Sworder, W.	2	2	0
Williams, L. J.	5	5	0

LIST OF DONATIONS AND CONTRIBUTIONS TO JUNE 1st, 1876.

DONATIONS OF BOOKS, MAPS, &c.

DONORS.	TITLE OF WORK.
<i>Agricultural Gazette</i> , Editor of the	{ "The Agricultural Gazette." 1876.
<i>Architect</i> , Editor of the	{ "The Architect," 1876.
Bath and West of England Agricultural Society	{ "Journal," 1875.
Blanch, W. H.	{ "History of Camberwell." By W. H. Blanch.
Bund, J. W.	{ "Treatise on the Law of Compensation for Unexhausted Agricultural Improvements." By J. W. Bund.
Chandler, G. A.	{ "A direction for the English traveller by which he shall be enabled to coast about all England and Wales." Circa 1710.
Clarke, T. C.	{ "Drawings of Ancient Houses in Lime Street, City." By G. H. Birch and R. P. Spiers.
Ellis, J. W.	{ "Monasticon Anglicanum." 6 vols. By Sir W. Dugdale.
Fox, F. F.	{ "The Natural History of Oxfordshire." By R. Plot.
Haywood, W.	{ "Report of the Streets Committee on Captain Lieurnur's Pneumatic System of Sewerage." By W. Haywood.
Humbert, C. F.	{ "Quarterly Journal of the Geological Society." Vol. XXX. Part V.; and Vol. XXXI. Part II.; in continuation of a previous donation.
Institute of Mining Engineers	{ "Transactions." Vol. XXIV.
Institution of Civil Engineers	{ "Minutes of Proceeding." Vols. XL., XLI., and XLII. Session 1874-75.
Institution of Mechanical Engineers	{ "Proceedings." Nov. 1875.
Isaacs, L. H.	{ "Report on the Application of the Artizans' Dwellings Bill to the Courts and Alleys of Gray's Inn Lane." By L. H. Isaacs.

DONORS.	TITLE OF WORK.
London and Middlesex Archaeological Society . . .	} "Transactions." Vol. IV.
Ridley, G.	} "Forest Trees and Woodland Scenery." By W. Menzies.
Rogers, A.	} "The Law and Practice of the Supreme Court of Judicature." By A. Rogers.
Royal Agricultural Society of England	} "Journal." Vol. XI. Part II. and Vol. XII. Part I.
Statistical Society	} "Journal." Vol. XXXVIII. Parts I., II., III., and IV.; and Vol. XXXIX. Part I.
Smith, H. H.	} "Terra Cotta Architecture of North Italy," By L. Gruner.
Warden of the Standards	} "A Series of Reports by the Warden of the Standards, on the Business of the Standards Department of the Board of Trade."
Westbury, G.	} "Xenophon's Treatise on Households and Husbandry."
Woodcock, R.	} "Plan of the Town and Borough of Wolverhampton."

INSTITUTION OF SURVEYORS.

List of Members, June 1st, 1876, with Council for Session 1876-77.

*Date of Election
and of Transfer.*

Honorary Members.

1874, Apr. 13	BEDFORD, HIS GRACE THE DUKE OF	81 & 82, Eaton Square, S.W.
1875, Mar. 15	CAIRD, JAMES, C.B.	{ Tithe and Inclosure Commission Office, St. James's Square.
1871, Jan. 30	GORE, CHARLES ALEXANDER, The HONORABLE	
1871, Jan. 30	HOWARD, JAMES KENNETH, The HONORABLE	Office of Woods, &c., 1, Whitehall Place.
1871, Feb. 27	LEACH, GEORGE ARCHIBALD, { LIEUT.-COLONEL	Office of Woods, &c., 1, Whitehall Place. Tithe and Inclosure Commission Office, St. James's Square.
1872, Apr. 22	RIDLEY, GEORGE	{ Tithe and Inclosure Commission Office, St. James's Square.

*The names of those Members who have paid Life Composition Fees are
distinguished thus **

*Date of Election
and of Transfer.*

Members.

1868, Aug. 3	ABBOTT, THOMAS.	22, Savile Row, W.
1868, Jun. 15	ADAMS, CHARLES FREDERICK	Barkway, Herts.
1872, Dec. 9	APPERLEY, WILLIAM HAVARD	Hereford.
1869, May 3	ARDING, CHARLES BENNETT.	22, Surrey Street, Strand, W.C.
1870, Dec. 12	ARNOLD, GEORGE.	Dolton, North Devon.
1875, Nov. 8	AUSTIN, RUSSELL GARDINER	The Wash, Hertford.
1868, Aug. 17	*BARRY, CHARLES	1, Westminster Chambers, Victoria Street, S.W.
1868, Aug. 3	BEADEL, FREDERICK.	25, Gresham Street, E.C.
1868, Jun. 15	BEADEL, WILLIAM JAMES	25, Gresham Street, E.C.
	<i>(Member of Council)</i>	
1868, Nov. 2	*BEAUMONT, GEORGE, JUN.	East Bridgford, near Nottingham.
1876, Apr. 24	BECKETT, WILLIAM	Oulton Park Farm, near Tarporley, Cheshire.

*Date of Election
and of Transfer.*

MEMBERS

1873, Dec. 8	BEESTON, FREDERICK	16, Walbrook, E.C.
1875, Mar. 1	BENNETT, THOMAS OATLEY, JUN.	Bruton, Somerset.
1873, Feb. 24	BEWICK, THOMAS JOHN	4, Broad Sanctuary, S.W.
1869, Mar. 22	BIDWELL, CHARLES	Ely, Cambridgeshire.
1875, Apr. 12	BINGHAM, REUBEN	5, Bolton Street, Piccadilly.
1868, Oct. 26	BINNIE, THOMAS	207, Hope Street, Glasgow.
1868, Aug. 10	BIRD, JAMES BINFIELD	West Cowes, Isle of Wight.
1870, Feb. 7	BLOUNT, WILLIAM	Orchehill House, Gerard's Cross, Bucks.
1874, Feb. 2	BOLAM, CHARLES GODFREY . . .	Savernake Forest, Wiltshire.
1874, Feb. 2	BOLAM, HARRY GEORGE	Ingestre, Stafford.
1876, May 8	BOLAM, WILLIAM THOMAS . . .	Newcastle-upon-Tyne.
1875, Dec. 13	*BOLDEN, JOHN LEONARD	Tehidy Office, Camborne, Cornwall.
1869, May 8	BOND, ERASMUS	22, Surrey Street, Strand, W.C.
1868, Jun. 15	BONNY, JAMES RIPPOTH	47, Old Broad Street, E.C.
1868, Jul. 13	BOWLER, WILLIAM ANTHONY . .	Craven Chambers, Craven Street, W.C.
1868, Jul. 13	BRAVENDER, JOHN	Cirencester, Gloucestershire.
1868, Nov. 9	BROADERIDGE, JAMES	1, Stanhope Terrace, Kensington, W.
1874, Dec. 7	BROOK, JAMES	{ 28, John William Street; and Spring Wood, New Mill, Huddersfield.
1874, Dec. 7	BROUGHTON, JOHN	South Shields, Durham.
1874, Jan. 5	BROWN, DANIEL JOHNSON	61, Lincoln's Inn Fields, W.C.
1868, Jul. 13	BROWN, GEORGE	Roborough House, Barnstaple, Devonshire.
1871, Dec. 18	BROWN, JOHN	Rose Hill, Chesterfield.
1869, Feb. 22	BROWN, THOMAS FORSTER	Guildhall Chambers, Cardiff.
1869, Feb. 8	BROWN, WILLIAM	Tring, Herts.
1874, Apr. 13	BRYANT, ARTHUR JOHN	3, Old Palace Yard, Westminster, S.W.
1870, Dec. 12	BUCHAN, THOMAS	24, Bank Street, Dundee.
1868, Jul. 13	BUCK, ALBERT	Worcester.
1871, Dec. 18	BUCKLAND, FRANK BOWRY	Windsor.
1868, Jun. 15	BUCKLAND, VIRGOE	66, Cannon Street, E.C.
<i>(Member of Council)</i>		
1868, Jul. 20	BURNELL, EDWARD HENRY	32, Bedford Row, W.C.
1875, Feb. 1	BURROUGHES, THOMAS HENRY . .	Ketton, Rutlandshire.
A. '68, Aug. 10 } M. '75, Mar. 15 }	BUTLER, ARTHUR	7, Staple Inn, W.C.
1874, Jan. 5	BUZZARD, ALFRED LINDSEY . . .	22, Surrey Street, Strand, W.C.
1869, Jul. 12	CADLE, CLEMENT	{ Clarence Street, Gloucester; and 52, Chancery Lane, W.C.
1876, Apr. 24	CASELL, JAMES ROBERT	11, Billiter Square, E.C.
1874, Jan. 19	CASTLE, HENRY JAMES, SEN. . . .	5, Chancery Lane, W.C.
1873, Jan. 13	CASTLE, ROBERT	Merton Street, Oxford.
1872, Mar. 11	CASTLE, WILLIAM HENRY BALDWIN	5, Chancery Lane, W.C.
1870, Dec. 12	CATES, ARTHUR	7, Whitehall Yard, S.W.
1875, Jan. 4	CAVE, HENRY H.	Brigg, Lincolnshire.
1870, Jan. 10	CHANCELLOR, FREDERICK	Chelmsford, Essex; and 8, Finsbury Circus, E.C.

*Date of Election
and of Transfer.*

MEMBERS.

1868, Jun. 15	CHAPMAN, GEORGE	14, Cockspur Street, S.W.
1878, Jan. 27	CHEFFINS, CHARLES RICHARD .	23, Abingdon Street, S.W.
1868, Jul. 6	CHINNOCK, FREDERICK GEORGE	11, Waterloo Place, S.W.
1868, Jun. 15	CLARKE, THOMAS CHATFIELD .	63, Bishopsgate Street Within, E.C.
	(Member of Council)	
1868, Jun. 15	CLIFTON, EDWARD NORTON . .	7, East India Avenue, E.C.
	(Past President)	
1868, Jun. 15	CLUTTON, HENRY	9, Whitehall Place, S.W.
1868, Jun. 15	CLUTTON, JOHN	9, Whitehall Place, S.W.
	(Past President)	
A. '68, Jul. 18 } M. '75, May 10 }	CLUTTON, JOHN HENRY . . .	9, Whitehall Place, S.W.
A. '68, Jul. 6 } M. '74, Apr. 13 }	CLUTTON, RALPH	9, Whitehall Place, S.W.
A. '70, Jan. 10 } M. '75, Dec. 13 }	CLUTTON, RALPH WILLIAM . .	Hartwood, Reigate, Surrey.
1868, Jun. 15	CLUTTON, ROBERT	Hartwood, Reigate, Surrey.
1868, Jul. 13	CLUTTON, ROBERT GEORGE . .	9, Whitehall Place, S.W.
1869, Jan. 11	CLUTTON, WILLIAM JAMES . .	The Mount, York.
1868, Jun. 15	COBB, ROBERT LAKE	Higham, Kent.
1868, Jul. 20	COLLIER, JOHN	Salters' Hall, St. Swithin's Lane, E.C.
1868, Aug. 17	COLLINS, HENRY HYMAN . .	5, Queen Street, E.C.
1869, Apr. 5	COMELY, JOHN GILL	Winchester, Hants.
1869, Jan. 11	COOKE, CHARLES HENRY . . .	172, New Bond Street, W.
1876, Apr. 24	COOTE, GEORGE	Smeetham Hall, Sudbury, Suffolk.
1872, Jan. 29	COUCHMAN, CHARLES	6, Waterloo Street, Birmingham.
1868, Jun. 15	CRAWTER, HENRY	5, Bedford Row, W.C.
1869, Jan. 25	CRAWTER, JOHN	Cheshunt, Herts.
1869, Jan. 25	CRICKMAY, GEORGE RACKSTROW.	St. Thomas Street, Weymouth.
1874, May 11	CRONK, EDWYN EVANS . . .	Sevenoaks, Kent.
1876, Jan. 10	CROSS, JOHN	Cross Street Chambers, Manchester.
1878, Apr. 21	CROSS, WILLIAM STEPHENS . .	53, Charing Cross, S.W.
1868, Jun. 15	CURREY, HENRY	37, Norfolk Street, W.C.
1868, Jul. 13	DAVID, EDWARD	Llandaff, Glamorganshire.
1868, Nov. 2	DAVIDS, CHARLES HENRY . .	Banbury, Oxfordshire.
1878, Feb. 10	DAVIES, JOHN MORGAN . . .	Froodvale, Llandilo, Carmarthenshire.
1868, Jun. 15	DENT, JOHN	34, Great James Street, W.C.
1868, Jun. 15	DENTON, JOHN BAILEY . . .	22, Whitehall Place, S.W.
1868, Nov. 9	DOWNS, HENRY	Basingstoke, Hants.
1873, Feb. 10	DREW, HENRY	Exeter.
1872, Feb. 26	DREW, JOHN	{ 9, Queen Street, Exeter; and Powderham Castle, near Exeter.
1868, Jun. 15	DRIVER, ROBERT COLLIER . .	4, Whitehall, S.W.
	(Member of Council)	

*Date of Election.
and of Transfer*

MEMBERS.

1874, Jan. 5	DUNCH, CHARLES	{ District Board Offices, White House, Commercial Road, E.
1871, Jan. 30	DUNLOP, ALEXANDER MILNE	3, Old Palace Yard, Westminster, S.W.
1868, Jun. 15	DYMOND, FRANCIS WILLIAMS	Exeter.
1868, Aug. 3	EASTON, WILLIAM	6, Hammet Street, Taunton, Somersetshire.
1868, Aug. 3	EILOART, FERDINAND	40, Chancery Lane, W.C.
1868, Aug. 10	ELLIS, JOHN	Artington, Guildford, Surrey.
1875, Feb. 1	ELLIS, JOHN WHITTAKER	18, Old Broad Street, E.C.
1872, Feb. 26	EMMANUEL, BARROW	2, Finsbury Circus, E.C.
1868, Aug. 3	EVE, WILLIAM	10, Union Court, Old Broad Street, E.C.
1873, May 5	EVES, GEORGE	Uxbridge, Middlesex.
1869, Jul. 26	FELTON, GEORGE	Llandudno, Carnarvon.
1873, Jan. 27	FIELD, FRANCIS HAYWARD	Merton Street, Oxford.
1871, Feb. 27	FISHER, ROWLAND GEORGE	17, Great George Street, Westminster, S.W.
1872, Mar. 11	FOSTER, CHARLES ROLLS	54, Pall Mall, S.W.
1873, Dec. 8	FOWLER, WILLIAM	23, Waterloo Street, Birmingham.
1874, Jan. 5	FOX, FREDERICK FRANCIS	Melbourne, near Derby.
1875, Jan. 13	FRY, GEORGE FREDERICK	5, Tavistock Street, Covent Garden, W.C.
1868, Jun. 15	FULLER, FRANCIS	3, Whitehall Gardens, S.W.
1876, Jan. 10	GAIRDNER, EDWARD JAMES	42, University Street, W.C.
1868, Jul. 6	GALSWORTHY, FREDERICK THOMAS	11, Waterloo Place, S.W.
1868, Sep. 23	GARDINER, WILLIAM JAMES	110, Great Russell Street, W.C.
1875, Feb. 1	GILBERT, WILLIAM HENRY } SAINSBURY }	Wool Exchange, Coleman Street, E.C.
1869, Dec. 6	GIRDWOOD, JAMES	49, Pall Mall, S.W.
1876, Jan. 24	GLASIER, GEORGE HENRY } BROUGHAM }	41, Charing Cross, S.W.
1873, Feb. 10	GOUTHWAITE, RICHARD	Lumby, near South Milford, Yorkshire.
1875, Jan. 10	GRAHAM, WILLIAM	Victoria Chambers, Newport, Monmouthshire.
1875, Jan. 13	GREY, CHARLES GREY	55, Parliament Street, Westminster, S.W.
1876, Mar. 23	GWYTHYR, WILLIAM WARLOW	12, Beaufort Buildings, Strand, W.C.
1874, Mar. 16	HADDOCK, ROLAND	21, High Street, Croydon, Surrey.
1868, Jun. 15	HALL, RICHARD	37, Great George Street, S.W.
	<i>(Past President)</i>	
1868, Jul. 13	HALL, RICHARD, JUN.	37, Great George Street, S.W.
1868, Aug. 3	HALL, ROBERT WRIGHT	37, Great George Street, S.W.
1875, Jan. 4	HARDING, JOSEPH	49, Lune Street, Preston.
1875, Dec. 17	HARDING, WILLIAM DANIEL	16, St. Paul's Churchyard, E.C.
1871, Feb. 23	HART, WILLIAM FREDERICK	16A, King's Road, Bedford Row, W.C.
1868, Jul. 13	HARVEY, JOHN	6, Victoria Place, Haverfordwest, Pembrokeshire.

*Date of Election
and of Transfer.*

MEMBERS.

1868, Jul. 13	HARVEY, RICHARD HART . . .	6, Victoria Place, Haverfordwest, Pembrokeshire.
1873, May 19	HASLAM, DRYLAND . . .	17, Friar Street, Reading.
1868, Jul. 6	*HAYWOOD, WILLIAM . . .	Guildhall, London, E.C.
1871, Jan. 16	HEDLEY, THOMAS FENWICK . .	Sunderland.
1870, Jan. 10	HILLIARD, GEORGE BRIDGE . .	Chelmsford, Essex.
1868, Jul. 13	HIPPISLEY, EDWIN . . .	Chamberlain Street, Wells, Somersetshire.
1874, Nov. 16	HOLDEN, ISAAC . . .	64, Cross Street, Manchester.
1874, Nov. 16	HOLDEN, JOHN . . .	64, Cross Street, Manchester.
1868, Jun. 15	HORSEY, THOMAS . . .	11, Billiter Square, E.C.
1869, Feb. 22	HORSFALL, RICHARD . . .	Halifax, Yorkshire.
1869, Apr. 5	HORWOOD, JAMES . . .	10, Paternoster Row, E.C.
1868, Sep. 28	HUDSON, WILLIAM . . .	19, Bennet's Hill, E.C.
1868, Nov. 2	HUMBERT, CHARLES F. . .	Watford, Herts.
1869, Feb. 22	HUMPHREYS, CHARLES . . .	61, Leadenhall Street, E.C.
1868, Jun. 15	HUNT, HENRY ARTHUR, C.B. .	45, Parliament Street, Westminster, S.W.
1874, May 11	HUNT, HENRY ARTHUR, JUN. .	3, Victoria Street, Westminster, S.W.
1869, Mar. 8	HUNT, JOSIAH . . .	6, Queen Anne's Gate, Westminster, S.W.
1868, Jun. 15	HUSKINSON, THOMAS . . .	Epperstone, Nottingham.
(Past President)		
1874, Jan. 19	HUSKINSON, WILLIAM LAMBE .	The Manor House, Epperstone, Nottingham.
1869, Feb. 22	HUSSEY, GEORGE HENRY . .	The Green, High Wycombe, Bucks.
1868, Jun. 15	I'ANSON, EDWARD . . .	7A, Laurence Pountney Hill, E.C.
(Member of Council)		
1869, Jul. 12	INNES, JAMES . . .	Wroxton, Banbury, Oxfordshire.
1869, Jul. 26	JACKSON, FREDERICK . . .	Nottingham.
1876, Apr. 3	JEMMETT, ALEXANDER . . .	Murrell Hill Farm, Binfield, Bracknell, Berks.
1868, Jul. 27	JONAS, JOHN CARTER . . .	27, Market Hill, Cambridge.
1873, Apr. 21	JONES, HENRY PARR . . .	Portway House, Warminster.
1869, Mar. 22	KING, WILLIAM DAVID . . .	1, Grand Parade, Portsmouth.
1868, Sep. 28	KNOLLYS, JAMES EDWARD . .	Fitzhead Court, Taunton, Somerset.
1871, Feb. 27	KNOWLES, WILLIAM . . .	Albion Chambers, King Street, Gloucester.
1868, Aug. 3	LAMBERT, WILLIAM . . .	4, New Basinghall Street, E.C.
1876, Apr. 24	LANE, CECIL NEWTON . . .	King's Bromley Manor, Lichfield.
1868, Nov. 9	LAURANCE, JOHN, JUN. . .	Warmington, near Oundle, Northamptonshire.
1868, Jul. 20	LAVENDER, JOSEPH . . .	26, Bedford Row, W.C.
1868, Jun. 15	LEE, CHARLES . . .	3, Whitehall Place, S.W.
1874, Feb. 2	LEE, FREDERICK . . .	6, Great College Street, Westminster, S.W.
1870, Feb. 7	LEES, JOHN . . .	Reigate, Surrey.
1875, Jan. 18	LLEWELLIN, DAVID . . .	Pontypool, Monmouthshire.
1875, Mar. 15	LOFTS, HENRY . . .	99, Mount Street, Grosvenor Square, W.

*Date of Election
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MEMBERS.

1876, Feb. 7	LOVEJOY, ALFRED	25, Queen Anne's Gate, Westminster, S.W.
1868, Aug. 3	LOVEJOY, WILLIAM	55, Chancery Lane, W.C.
1869, Jul. 12	LYE, JOHN GAUNT	8, Lancaster Place, W.C.
1868, Nov. 2	MACAULAY, COLIN ALEXANDER .	Leicester.
1869, Jan. 25	MANN, CHARLES JOHN	29, Great George Street, S.W.
1875, Jan. 18	MANN, ROBERT WILKS	7, Hobart Place, S.W.; and White Hall, Hayes.
1869, Mar. 29	MARR, JAMES	8, Adam Street, Adelphi, W.C.
1876, Mar. 20	*MARTIN, GILSON	Tavistock.
1875, Jan. 4	MARTIN, HOWARD	145, High St., Croydon; & The Ferns, E. Croydon.
1870, Feb. 7	*MARTIN, JAMES	Wainfleet, Boston, Lincolnshire.
1876, May 8	MARTIN, JOHN MAY	Lower Musgrave House, Exeter.
1868, Jan. 15	MARTIN, SAMUEL DICKINSON .	2, Beech Grove, Harrogate.
1875, May 10	MASON, WILLIAM LUDLAM . .	Louth, Lincolnshire.
1868, Jun. 15	MATHEWS, JEREMIAH	15, Waterloo Street, Birmingham.
<i>(Member of Council)</i>		
1868, Jun. 15	*MATHEWS, WILLIAM, JUN. . .	15, Waterloo Street, Birmingham.
1876, Feb. 7	McCALL, GEORGE	4, Station Road, Blackburn.
1869, Feb. 8	MENZIES, WILLIAM	Parkside, Staines, Middlesex.
1874, Dec. 7	MOORE, EDWARD WELLS . . .	Coleshill, Highworth, Berks.
1869, Dec. 6	MURTON, William	Tunstall, Sittingbourne, Kent (deceased).
1874, Apr. 13	NAYLOR, ARTHUR MILLINGTON .	3, Old Palace Yard, Westminster, S.W.
1868, Nov. 2	NEALE, CHARLES JAMES . . .	High Oakham, Mansfield, Notts.
1872, Dec. 9	NEWMAN, FRANCIS	Ryde, Isle of Wight.
1875, Jan. 18	NICHOLS, DANIEL CUBITT . . .	7, Howard Street, Strand, W.C.
1872, Jan. 29	NISBET, RALPH P.	Clarendon Chambers, 26 & 27, Villiers St., Strand.
1873, Apr. 21	NOBLE, JOHN	Woodhall, Herts.
1875, Apr. 26	NOCKOLDS, MARTIN	Saffron Walden, Essex.
1876, Mar. 20	NORMAN, JAMES MAURICE . . .	Uxbridge, Middlesex.
1869, Mar. 8	NORMAN, WILLIAM	8, Spring Gardens, S.W.
1868, Jul. 20	NORTH, GEORGE	22, Whitehall Place, S.W.
1871, Feb. 13	NOTLEY, RICHARD ALBERT . .	80, Cornhill, E.C.
1868, Jul. 6	*OAKLEY, CHRISTOPHER	10, Waterloo Place, S.W.
1868, Jun. 15	OAKLEY, JOHN	10, Waterloo Place, S.W.
<i>(Vice-President)</i>		
1869, Mar. 8	OWEN, THOMAS RULE	High Street, Haverfordwest, Pembrokeshire.
1872, Dec. 9	PARSONS, HENRY	Haslebury Plucknett, Crewkerne, Somerset.
1875, Nov. 8	PATERSON, ROBERT	10, Hanover Street, Edinburgh.
1870, Dec. 12	PAXTON, JONAS	Bicester, Oxfordshire.
1868, Jun. 15	PENFOLD, JOHN WORNHAM . .	17, Parliament Street, Westminster, S.W.
<i>(Honorary Secretary)</i>		
1876, May 8	PEPPERCORN, JOHN HUTCHINSON	Eaton Socon, Bedfordshire.

Date of Election
and of Transfer.

MEMBERS.

1876, Feb. 21	PHILLIPS, FREDERICK HAMILTON	Newtown, Montgomeryshire.
1873, Dec. 8	PINK, CHARLES	Winchester, Hants.
1870, Jan. 24	POUNDLEY, JOHN EDWARD	Black Hall, Kerry, Montgomeryshire.
1868, Jul. 20	PRICKETT, GEORGE	62, Chancery Lane, W.C.
1872, Nov. 25	PRICKETT, WALTER BELLSON	62, Chancery Lane, W.C.
1872, Dec. 9	PYNE, JOHN	Canford Manor, Wimborne, Dorset (deceased).
1870, Jan. 24	RAWLENCE, GEORGE	Salisbury, Wilts.
1870, Feb. 7	RAWLENCE, JAMES	Salisbury, Wilts.
1868, Oct. 26	RAYNBIRD, HUGH EDWARD	Basingstoke, Hants.
1873, Feb. 10	RICKMAN, THOMAS MILLER	8, Montague Street, Russell Square, W.C.
1868, Jun. 15	RIGDEN, RICHARD HENRY	The Close, Salisbury, Wilts.
1868, Aug. 17	ROBERTS, RICHARD	25, Laurence Pountney Lane, E.C.
1868, Jul. 13	ROBINS, EDWARD COOKWORTHY	14, John Street, Adelphi, W.C.
1872, Dec. 9	*ROBSON, EDWARD ROBERT	{ 20, Great George Street, Westminster; and 6, St. Germain's Place, Blackheath, S.E.
A. '74, Dec. 7. } M. '76, Jan. 24. }	ROLLESTON, JOHN FOWKE LANCELOT	{ Grey Friars, Leicester.
1868, Aug. 31	ROSSER, WILLIAM	Llanelly, Carmarthen.
1870, Feb. 21	RUSHWORTH, EDMUND	22, Savile Row, W.
A. '73, Dec. 8. } M. '75, Nov. 8. }	RUSHWORTH, EDMUND WALTER	22, Savile Row, W.
1868, Jun. 15	RYDE, EDWARD (Vice-President)	29, Great George Street, S.W.
1876, Jan. 24	SADLER, GEORGE WILLIAM	467, High Street, Cheltenham.
1875, Apr. 26	SANDAY, GEORGE HENRY	Wensley House, Bedale, Yorkshire.
1869, Feb. 8	SAUNDERS, CECIL GEORGE	29, Great George Street, S.W.
1869, Feb. 22	SAUNDERS, EDWARD	6, Bishopsgate Street Without, E.C.
1868, Aug. 17	SAVILL, ALFRED	3, St. Helen's Place, E.C.; and Chigwell, Essex.
1874, Feb. 2	SCARTH, WILLIAM (Member of Council)	Raby Castle, Darlington.
1869, Mar. 8	SCOTT, THOMAS COLVILLE	19, King's Arms Yard, E.C.
1875, Mar. 1	SEARLE, FRANCIS WILLIAM	Marsh House, Tottenham, Middlesex.
1871, Jan. 16	SEDGWICK, ALFRED OTHWAITE	Watford, Herts; and 49, Bedford Row, W.C.
1875, Mar. 1	SHACKEL, GEORGE	161, Friar Street, Reading, Berks.
1876, Mar. 6	SHAW, JOHN	College Place, Derby.
1868, Jul. 13	SHOPPEE, CHARLES JOHN (Member of Council)	61, Doughty Street, W.C.
1875, Apr. 26	SIMONDS, JOHN CABOURN	Fishloft Manor, Boston, Lincolnshire.
1872, Apr. 22	SLATER, GEORGE	Canterbury.
1868, Oct. 26	SMELLIE, THOMAS DAVIES	209, St. Vincent Street, Glasgow.
1868, Aug. 17	SMITH, CHARLES BOVILL	Wickham, Hants.
1868, Jul. 13	SMITH, CHARLES JOHN	10, Waterloo Place, S.W.
1868, Jun. 15	SMITH, EDMUND JAMES (President)	16, Whitehall Place, S.W.
1874, Mar. 2	SMITH, FREDERICK	Blackburn.
1872, Feb. 26	SMITH, THOMAS TAYLER	33, Bloomsbury Square, W.C.

*Date of Election
and of Transfer.*

MEMBERS.

1868, Aug. 10	SNOOKE, WILLIAM	6, Duke Street, London Bridge, S.E.
1868, Nov. 9	SOUTHWELL, CHARLES JOSIAH	9, Whitehall Place, S.W.
1868, Jul. 27	SPACKMAN, HENRY	6, Terrace Walks, Bath.
1868, Jun. 15	SQUAREY, ELIAS PITTS	{ 22, Great George Street, S.W.; and The Moot, Downton, Salisbury.
	(Member of Council)	
1871, Feb. 13	ST. QUINTIN, PERRY	27, Royal Exchange, E.C.
1868, Aug. 17	STANLEY, HENRY	Bury St. Edmund's, Suffolk.
1868, Jun. 15	STATTER, THOMAS	Standhill, Whitefield, Manchester.
1868, Jun. 15	STEPHENSON, CHARLES	45, Parliament Street, Westminster, S.W.
	(Member of Council)	
1876, Jan. 24	STEPHENSON, CHRISTOPHER	Woburn, Bedfordshire.
1868, Jul. 27	STEWART, HERBERT THOMAS	3, Victoria Street, S.W.
1868, Jul. 20	STURGE, ROBERT FOWLER	34, Corn Street, Bristol.
1868, Jun. 15	STURGE, WILLIAM	34, Corn Street, Bristol.
	(Vice-President)	
1874, Feb. 16	SWORDER, GEORGE EDWARD	Bishop's Stortford, Herts.
1875, Feb. 15	SWORDER, WILLIAM	Stapleford Tawney Hall, near Romford, Essex.
1869, Mar. 8	THOMAS, JOHN EDMUND	Gas Street, Newtown, Montgomeryshire.
1874, Jan. 19	THOMAS, JOSIAH	Athenæum Chambers, Nicholas Street, Bristol.
1868, Jun. 15	THYNNE, EDWARD LEWIS	11, Great George Street, S.W.
1869, Jan. 11	THYNNE, FREDERICK GEORGE	11, Great George Street, S.W.
1875, Jan. 18	TOLLEY, JAMES	13, Angel Court, Bank, E.C.
1876, Apr. 24	TOWER, BROWNLOW RICHARD	{ Mull Holt Cottage, Market Harborough, Leicester- shire.
	CHRISTOPHER	
1868, Jun. 15	TRIST, GEORGE	62, Old Broad Street, E.C.
1874, May 11	TROLLOPE, CHARLES BROWN	13, Parliament Street, Westminster, S.W.
1868, Jun. 15	TRUMPER, RICHARD	23, Lincoln's Inn Fields, W.C.
1868, Aug. 8	TUCKETT, PHILIP DEBELL	10A, Old Broad Street, E.C.
1869, Feb. 8	TURNER, WILLIAM	Ipswich, Suffolk.
1876, Feb. 21	VERNON, ARTHUR	Borshams, High Wycombe, Bucks.
1876, Jan. 20	VIGERS, ASTLEY	4, Frederick's Place, E.C.
1871, Dec. 4	VIGERS, EDWARD, JUN. . . .	15, Parliament Street, Westminster, S.W.
1868, Jun. 15	VIGERS, FRANCIS	4, Frederick's Place, E.C.
	(Member of Council)	
1868, Jun. 15	VIGERS, ROBERT	4, Frederick's Place, E.C.
1872, Dec. 9	VULLIAMY, GEORGE	{ Metropolitan Board of Works, Spring Gardens, S.W.
1863, Aug. 3	WALLEN, JOHN	155, Leadenhall Street, E.C.
1869, Jan. 25	WARING, THOMAS	21, Queen Street, Cardiff.
A. '69, Mar. 8. } M. '75, Apr. 12. }	WARNER, WILLIAM HENRY	99, Mount Street, Grosvenor Square, W.
1868, Jun. 15	WATNEY, DANIEL	62, Old Broad Street, E.C.
	(Member of Council)	

*Date of Election
and of Transfer.*

MEMBERS.—ASSOCIATES.

1872, May 6	WEALL, JOHN, JUN.	Rugby House, Pinner, Middlesex.
1869, Dec. 6	WEBB, GEORGE	Tunstall, Sittingbourne, Kent.
1868, Jul. 20	WESTBURY, GILES	Andover, Hants.
1869, Jul. 12	WHEELER, THOMAS	Surbiton Hill, S.W.
1868, Nov. 9	WHICHORD, JOHN	12, Queen Victoria Street, Mansion House, E.C.
1874, Apr. 27	WIDNELL, FREDERICK GRAINGER	13, Parliament Street, Westminster, S.W.
1868, Jul. 20	WILLIAMS, GEORGE BARNES . .	Frederick's Place, E.C.
1870, May 9	WILLIAMS, STEPHEN WILLIAM .	Rhayader, Radnorshire.
1876, Mar. 6	WILLIAMSON, FRANCIS	31, Castle Gate, Nottingham.
1868, Aug. 10	WILLMOT, FRANCIS	33, Waterloo Street, Birmingham.
1873, May 19	WIMBLE, JOHN	9, Queen Victoria Street, Mansion House, E.C.
1868, Jun. 15	WITHALL, RICHARD AUGUSTUS .	4, Westminster Chambers, Victoria Street, S.W.
1875, Jan. 18	WOOD, EDMUND FOWLE	Chepstow, Monmouthshire.
1868, Jun. 15	WOOD, FREDERICK	Albert House, Rugby, Warwickshire.
1868, Jul. 13	WOOD, WILLIAM BRYAN	Chippenham, Wilts.
1873, Feb. 10	WOODCOCK, RICHARD	20, Darlington Street, Wolverhampton.
1868, Jul. 6	WOODHOUSE, JOHN THOMAS . .	Midland Road, Derby.
1875, Mar. 1	WOODTHORPE, EDMUND. . . .	2, Coleman Street Buildings, Moorgate St., E.C.
1868, Jun. 15	WOOLLEY, THOMAS SMITH . . .	South Collingham, Newark, Notts.
	<i>(Vice-President)</i>	
1872, Dec. 9	WRIGHT, WILLIAM EDWARD . .	King's Lynn, Norfolk.
1872, Apr. 22	*WRIGHT, WILLIAM	Wollaton, Nottinghamshire.
1876, Feb. 21	YEOMAN, GEORGE DUNDAS . . .	Law's House, Turvey, Bedfordshire.

*Date of Election.**Associates.*

1876, Mar. 20	ACLAND, SIR THOMAS DYKE, } Bart., M.P. }	Killerton, Exeter.
1868, Nov. 2	BADCOCK, PHILIP	9, Whitehall Place.
1868, Jul. 27	BARRY, JOHN WOLFE	23, Delahay Street, Westminster, S.W.
1875, Dec. 13	BATTEN, JOHN WINTERBOTHAM	3, Harcourt Buildings, Temple.
1868, Nov. 9	BEAUCHAMP, CHARLES DAVIE . .	9, Whitehall Place, S.W.
1869, Feb. 22	BIDDER, GEORGE PARKER, JUN., } Q.C. }	3, Paper Buildings, Temple.
1875, Feb. 1	BIDWELL, SHELFORD	9, Whitehall Place, S.W.
1875, Feb. 1	BIRCH, ROBERT WILLIAM } PEREGRINE }	5, Westminster Chambers, S.W.
1876, Apr. 3	BIRCHAM, SAMUEL	46, Parliament Street, Westminster, S.W.
1875, Feb. 1	BLAKEWAY, JOHN	25, Gresham Street, E.C.
1868, Jun. 23	BRAMWELL, FREDERICK JOSEPH	37, Great George Street, Westminster, S.W.

Date of Election.

ASSOCIATES.

1870, Dec. 12	CARDALL, FREDERIC WILLIAM	9, Whitehall Place, S.W.
1869, Jul. 26	CARLISLE, WILLIAM THOMAS	8, New Square, Lincoln's Inn, W.C.
1870, Feb. 7	CARRITT, ERNEST	10, Coleman Street, E.C.
1871, Feb. 13	CASTLE, EDWARD JAMES	4, Brick Court, Temple.
1870, May 9	CATLING, ROBERT CHARLES	Needham Hall, Elm, Cambridgeshire.
1874, Mar. 2	CHANDLER, GEORGE ALFRED	Godalming, Surrey.
1876, Feb. 7	CLAYDEN, WALTER	6, Queen's Terrace, Ilford, Essex.
1874, Jan. 5	COOKE, WILLIAM GEORGE	6, Grove Terrace, Hammersmith.
1869, Jun. 23	COXWELL, JOHN EDWARD	6, Martin's Lane, E.C.
1870, Jan. 10	CRAWLEY, WILLIAM JEEVES	10, Waterloo Place, Pall Mall.
1876, Mar. 1	CRUSE, EDMUND	Warminster, Wiltshire.
1875, Feb. 15	DALE, JOHN	16, Whitehall Place, S.W.
1875, Apr. 26	DASHWOOD, FREDERICK LOFTUS	Kirtlington, Oxford.
1871, Mar. 13	DAVISON, THOMAS JOHN ROBERT	Bedford Office, Montague Street, W.C.
1868, Nov. 9	DEAN, HENRY	Southam, Rugby, Warwickshire.
1869, Feb. 8	DODGSON, WILFRED LONGLEY	The Moor, Ludlow.
1869, Jan. 25	DOWDEN, HENRY JOSEPH	4, Whitehall, S.W.
1876, Jan. 10	DRIVER, CHARLES WILLIAM	4, Whitehall, S.W.
1869, Jun. 23	EASTON, EDWARD	23, Delahay Street, Westminster, S.W.
1874, Apr. 27	EDWARDS, JOHN, Q.C.	1, Harcourt Buildings, Temple.
1870, Apr. 25	ELWIN, GEORGE HARVEY	{ London and South Western Railway Terminus, Waterloo Road; & 3, Vine Terr., York Rd., S.E.
1874, Feb. 16	EVANS, ERNEST WILLIAM	
1869, Feb. 8	FAWCETT, JAMES POGUE	5, Lancaster Place, W.C.
1869, Feb. 22	FOWLER, JOHN	2, Queen Square Place, S.W.
1876, Mar. 20	FRESHFIELD, WILLIAM DAWES	5, Bank Buildings, E.C.
1868, Jul. 27	GARRARD, ARTHUR	17, Finsbury Square, E.C.
1872, Apr. 8	GEPP, THOMAS MORGAN	Chelmsford, Essex.
1874, Feb. 16	GOLDNEY, GABRIEL PRIOR	3, Essex Court, Temple, W.C.
1873, May 19	GORE, SPENCER W.	16, Whitehall Place, S.W.
1869, Jan. 11	GRANTHAM, RICHARD BOXALL (Associate of Council)	22, Whitehall Place, S.W.
1874, Jan. 5	GRANTHAM, RICHARD FUGE	22, Whitehall Place, S.W.
1875, Dec. 13	HIGGIN, WILLIAM HOUSEMAN, Q.C.	{ 4, St. James' Square, Manchester.
1875, Jan. 4	HILL, ALEXANDER STAVELEY, Q.C., M.P., &c., &c	
1870, May 23	HOLLWAY, JOHN GEORGE	Lamb Building, Temple, W.C.
1869, Apr. 19	HOPE, WILLIAM	{ Parsloes, Barking, Essex; and 80, Bishopsgate Street Within, E.C.

<i>Date of Election.</i>	<i>ASSOCIATES.</i>	
1868, Jul. 20	HORSLEY, RICHARD	Gresham Buildings, Basinghall Street, E.C.
1869, Feb. 8	HUBBERSTY, HENRY ALFRED . .	Buxton, Derbyshire.
1873, Feb. 10	INGRAM, WALTER FEILDE . . .	89, Chancery Lane, W.C.
1870, Jan. 24	JOHNSTON, ANDREW	25, Gresham Street, E.C.
1869, Apr. 5	JONAS, HENRY	4, Whitehall, S.W.
1875, Dec. 13	KAYE, JOHN EDWARD	25, Gresham Street, E.C.
1870, May 23	KEELE, EDWARD RUSHWORTH . .	5, Frederick's Place, Old Jewry, E.C.
1873, Apr. 21	*KING, WILLIAM	Gas Office, Duke Street, Liverpool.
1875, Dec. 13	LANYON, CHARLES MORTIMER . .	3, Tanfield Court, Temple.
1874, Feb. 2	LEDGARD, FREDERICK THOMAS } DURELL	4, Elm Court, Temple, W.C.
1868, Jul. 6	LEE, CHARLES WILLIAMS	3, Whitehall Place, S.W.
1876, Apr. 3	LEE, GEORGE CANSFIELD	North Eastern Railway, York.
1873, Jan. 27	LERMIT, ALFRED WILLIAM . . .	32, Bedford Row, W.C.
1874, Feb. 16	LITTLER, RALPH DANIEL MAKIN- SON, Q.C.	1, Plowden Buildings, Temple, W.C.
1868, Jun. 23	LLOYD, JOHN HORATIO (Associate of Council)	100, Lancaster Gate, W.; and King's Bench Walk, Temple.
1869, Mar. 8	LOTT, JOSEPH	12, Great George Street, S.W.
1874, Feb. 16	MARRIOTT, WILLIAM THACKERAY .	6, Crown Office Row, Temple, W.C.
1875, Jan. 4	MICHAEL, WILLIAM HENRY . . .	4, King's Bench Walk, Temple, E.C.
1869, Jan. 25	NASH, ALFRED JAMES	Farnham, Surrey.
1875, Dec. 13	NEVILE, HENRY WILLIAM	6, Queen Anne's Gate, Westminster, S.W.
1875, Feb. 1	NEWMAN, GEORGE GUNNELL . . .	75, Cornhill, E.C.
1874, Feb. 2	NIXON, SAMUEL	29, Great George Street, S.W.
1875, Nov. 8	PAIN, COARD SQUAREY	4, Cook Street, Liverpool.
1876, Apr. 24	PARKER, FREDERICK SEARLE . . .	17, Bedford Row, W.C.
1875, May 10	PAYNE, WILLIAM PERCY	Midland Railway Station, Derby.
1872, Nov. 11	PAYNE, WILLIAM SETH ROBERT . .	141, Fenchurch Street, E.C.
1869, Dec. 6	PETRE, HENRY WILLIAM, THE HON.	Springfield, Chelmsford, Essex.
1869, Feb. 22	PHILBRICK, FREDK. ADOLPHUS, Q.C.	Lamb Building, Temple.
1875, Jan. 4	PLEDGER, JOSEPH AUGUSTUS . . .	10, Waterloo Place, S.W.
1874, Feb. 16	POWELL, REGINALD HENRY . . .	Lewes, Sussex.
1871, Feb. 27	QUICK, JOSEPH, JUN.	{ 29, Great George Street, S.W.; and Sumner Street, Southwark, S.E.

Date of Election.

ASSOCIATES.

1868, Nov. 9	REES, JOHN CHARLES	13, Great George Street, S.W.
1869, Feb. 8	REX, WILLIAM	11, Waterloo Place, S.W.
1876, May 8	RICH, ROBERT	Willesley, Tetbury, Gloucestershire.
1876, Jan. 24	ROBERTS, CHARLES	3, Upper Montague Street, Russell Square, W.C.
1874, Feb. 2	ROBERTS, CHARLES GAY	Haslemere, Surrey.
1871, Feb. 13	ROGERS, ARUNDEL	1, Paper Buildings, Temple.
1874, Mar. 2	ROGERS, SYDNEY JAMES	7, Westminster Chambers, S.W.
1875, Nov. 8	RYDE, EDWARD HARROW	31, Abingdon Street, Westminster, S.W.
1871, Feb. 13	SHIELD, HUGH	3, King's Bench Walk, Temple.
1868, Nov. 9	SMALPEICE, GEORGE MOLINEUX	Merryhills, Loxwood, Sussex.
1870, Mar. 21	SMITH, CHARLES JOHN	16, Whitehall Place, S.W.
1876, May 8	SMITH, HENRY	8, John Street, Adelphi, W.C.
1875, Apr. 26	SMITH, HENRY HERBERT	West Lodge, West End Lane, Hampstead, N.W.
1868, Jul. 27	SMITH, HERBERT EDMUND	Darlington, Durham.
1869, Jan. 11	SMITH, WILLIAM BINNS	Tavistock Chambers, Covent Garden.
1868, Nov. 9	SMYTH, EDWARD	{ 9, Whitehall Place; and 8, Mostyn Terrace, North Brixton, S.W.
1876, Mar. 20	ST. QUINTIN, RICHARD SAMUEL	27, Royal Exchange, E.C.
1875, Dec. 13	STRUTT, EDWARD GERALD, THE HON.	{ Terling Place, Witham, Essex.
1875, Jan. 4	STRUTT, FREDERICK, THE HON.	88, Eaton Square; and Kingston, Derby.
1870, Feb. 7	TATHAM, GEORGE HENRY	27, Southampton Buildings, Chancery Lane, W.C.
1869, Jul. 26	TAYLOR, GEORGE	{ Tithe and Inclosure Commission Office, St. James's Square.
1872, Mar. 11	TAYLOR, JOHN	Earsdon, Northumberland.
1876, May 8	THESIGER, ALFRED HENRY, THE HON., Q.C.	{ 1, Brick Court, Temple.
1870, Feb. 21	THOMPSON, CHARLES WILLIAM	Vacant Lands' Office, Guildhall, E.C.
1871, Feb. 13	TOLMÉ, JULIAN HORN	1, Victoria Street, Westminster, S.W.
1874, Apr. 27	TREVELYAN, HARRINGTON ASTLEY, COL.	{ Sandrock Villa, 5, Elm Tree Road, N.W.
1868, Jul. 20	TROLLOPE, GEORGE FRANCIS	15, Parliament Street, Westminster, S.W.
1874, Jan. 19	USILL, GEORGE WILLIAM	3, Great Queen Street, Westminster, S.W.
1873, Dec. 8	VENABLES, FREDERICK	Hadley, Barnet.
1869, Dec. 6	VULLIAMY, HENRY	17, Moorgate Street, E.C.
1871, Feb. 13	WHITE, FREDERICK MEADOWS	4, Paper Buildings, Temple.
1873, Jan. 27	WHITE, THOMAS JENNINGS	8, Whitehall Place, S.W.
1870, Feb. 7	*WIGRAM, JOHN	South Collingham, Newark, Notts.
1875, Jan. 18	WILLIAMS, LEONARD JAMES	6, Furnival's Inn, E.C.

Date of Election. ASSOCIATES.—STUDENTS.

1869, Apr. 5	WILLIAMS, RICHARD PRICE	9, Great George Street, S.W.
1876, Apr. 8	WILLIAMS, WILLIAM WELSBY	Llandaff, Glamorganshire.
1869, Dec. 6	WILSON, WILLIAM	37, Great George Street, S.W.
1870, Jan. 10	WING, THOMAS TWINING	17, Woburn Square, W.C.
1875, May 15	WINCKWORTH, LEWIS	31, Abingdon Street, Westminster, S.W.
1876, Feb. 7	WOOLLEY, THOMAS CECIL SMITH	South Collingham, Newark, Notts.
1871, Nov. 13	WOOLLEY, WILLIAM EDWARD	Loughborough, Leicestershire.
1876, Apr. 24	WYATT, ROBERT	Acton Hill, Stafford.

*Date of Admission.**Students.*

1875, Feb. 26	DRIVER, ROBERT MANNING	Melrose House, Cromwell Rd., S. Kensington, S.W.
1875, May 31	LLOYD, GEORGE	50, Laurel Grove, Penge, Surrey.
1875, Mar. 15	RYDE, ARTHUR LYON	29, Great George Street, S.W.
1875, Nov. 8	SHOPPEE, CONRAD JOSEPH	61, Doughty Street, W.C.
1875, Feb. 1	SMITH, GEORGE CECIL	16, Whitehall Place, S.W.
1873, Nov. 10	THOMSON, JAMES ALFRED	The Nurseries, Wimbledon.
1874, Dec. 7	VIGERS, LESLIE ROBERT	4, Frederick's Place, Old Jewry, E.C.

Members and Associates are particularly requested to communicate any changes of address to the Secretary, in order to obviate delay in the transmission of the Papers, &c., to which they are entitled.



